

CONTRACT BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 2001, CSEA

2007 - 2012

CLERICAL UNIT



TOWN OF WEST HARTFORD

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APPLICATION OF AGREEMENT

This Agreement shall apply to all Secretarial and Clerical employees of the Town of West Hartford in those titles listed on the Certification of Representative (ME-8429), excluding those employees now represented by other bargaining agents heretofore certified by the Connecticut State Board of Labor Relations, confidential employees as mutually agreed, part-time employees who work less than 20 hours per week, temporary employees who work less than six months, seasonal employees, and other employees who work less than 1000 hours per year.

ARTICLE I

RECOGNITION

Section 1: The Town hereby recognizes SEIU, Local 2001, CSEA as the sole and exclusive bargaining agent for the purposes of collective bargaining on matters of wages, hours of employment, and other conditions of employment for the employees of the Town in the positions described above.

Section 2: It is agreed, however, that any other employees eligible under the law, may at any time be designated to be represented by the Union either (a) by their majority consent and mutual agreement of the parties hereto or (b) by certification of the State Board of Labor Relations.

ARTICLE II

WAGE DEDUCTIONS

Section 1: The Town agrees that, upon the written authorization of any employee in the bargaining unit, it will make a monthly deduction from the wages of such employee of an amount authorized by the employee for the purpose of paying Union dues or initiation fees. Such deduction shall be discontinued only in the event of termination of the employee's services or upon employee's written request. All such requests shall be on forms provided by the Town to the employees, and submitted at least 30 calendar days before they are to become effective. No refund will be made to any employee in the event of the employee's failure to comply with this provision. All deductions under this section will be made from the wages payable on the first regular payroll of each month.

Section 2: All members of the bargaining unit shall, as a condition to continued employment, either become and remain a member of the Union or pay to the Union a service fee equivalent to the amount of Union dues, such requirement to become effective thirty (30) days after ratification of this agreement by both parties, or thirty (30) days after the employee's date of hire in the bargaining unit, whichever occurs later.

Section 3: Any employee who objects to joining or financially supporting labor organizations shall not be required to join or financially support the Union. However, in lieu of periodic dues, such employee shall be required to pay sums equal to such dues to one of the following non-religious charitable funds: (a) Connecticut Children's Medical Center, (b) Amnesty International/U.S.A., (c) Disabled American Veterans, (d) American Heart Association, (e) American Lung Association of Connecticut, (f) March of Dimes, (g) American Cancer Society, (h) St. Jude's Children's Hospital, (i) Juvenile Diabetes Foundation, (j) any other non-religious charity approved by both the Town and the Union.

Section 4: Additionally, if such employee requests the Union to use the grievance-arbitration procedure on the employee's behalf or otherwise requests Union representation, the Union shall charge the employee for the reasonable cost of such representation.

Section 5: The Union agrees to indemnify and save harmless the Town for any sums which the Town is required to pay as the result of a claim that the sums of money herein referred to have been illegally deducted, or for any liabilities which may arise from the Town's having complied with or enforced this provision.

Section 6: The total amount deducted each month, in accordance with the provisions of Article II, will be remitted by the Town, together with a list of the employees from whose wages such deductions have been made, to such individual and at such address as shall be specified by the Secretary of the Union. Such remittance shall be made by the last day of the month in which the deductions are made.

Section 7: The obligation of the Town for funds actually deducted under this Article terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in processing of deductions unless a claim of error is made in writing to the Finance Director within ninety (90) calendar days after the date such deductions were or should have been made.

Section 8: The Union agrees that it will not call, authorize, instigate, sanction or condone any strike, slowdown, work stoppage, or any action against the Town by bargaining unit employees who are on duty. The Town agrees that it will not lock out any employees.

ARTICLE III

MANAGEMENT RIGHTS

Section 1: Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, the Town has and will continue to retain, whether exercised or not, all of the rights, powers and authority heretofore had by it and, except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this agreement, it shall have the sole and absolute right, responsibility and

prerogative of management of the affairs of the Town and direction of the working force, including, but not limited to the following;

- (a) To determine the care, maintenance and operation of equipment and property used for and on behalf of the purposes of the Town.
- (b) To establish or continue policies, practices and procedures for the conduct of Town business and, from time to time, to change or abolish such policies, practices, or procedures.
- (c) To discontinue processes or operations or to discontinue their performance by employees.
- (d) To select and to determine the number and types of employees required to perform the Town's operations.
- (e) To employ, transfer, promote or demote employees, or to layoff, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons when it shall be in the best interests of the Town or the department.
- (f) To prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Town, provided such rules and regulations are made known in a reasonable manner to the employees affected by them.
- (g) To ensure that incidental duties connected with departmental operations, whether enumerated in job descriptions or not, shall be performed by employees.
- (h) To establish contracts or sub-contracts for municipal operations, provided that this right shall not be used for the purpose or intention of undermining the Union or of discriminating against its members. All work customarily performed by the employees of the bargaining unit shall be continued to be so performed unless in the sole judgment of the town it can be done more economically or expeditiously otherwise.
- (i) To create job specifications and to revise existing job specifications.

Section 2: The above rights, responsibilities and prerogatives are inherent in the Town Council and the Town Manager by virtue of statutory and charter provisions and are not subject to delegation in whole or in part.

ARTICLE IV

GRIEVANCE PROCEDURE

Section 1: No permanent employee shall be discharged, reduced in rank or compensation, suspended without pay or disciplined in any other manner except for just cause. Whenever any employee is so disciplined, the Department Head or designated representative shall present such employee with written reasons for such disciplinary action within five (5) days after such employee is disciplined or notified of their discipline, whichever comes sooner.

Written warnings or letters of reprimand may not be used against an employee after one (1) year from the date of issue, and records of disciplinary suspension shall not be used against any employee after five (5) years from the date of issue. In addition, upon request of the affected employee, the Town will seek approval of the State of Connecticut Public Records Administrator for the destruction of written warnings or letters of reprimand after one (1) year from the date of issue, and of records of disciplinary suspensions after five (5) years from the date of issue.

Section 2: A grievance shall mean a complaint by an employee or group of employees or the Union that, as to him, her, them, or it, there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.

Section 3: Adjustment of all grievances shall be sought as follows, except that grievances over a disciplinary action may, at the discretion of the Union, be started at Step 4 of this Section:

Step 1. The aggrieved employee, who may be represented by a Union representative, shall present verbally or in writing the grievance or dispute to his or her immediate supervisor within ten (10) calendar days of the date of the grievance or his knowledge of its occurrence. The written grievance shall include a statement of the grievance and facts involved, the alleged violation of the agreement, and the remedy requested. The immediate supervisor shall meet with the interested parties within seven (7) calendar days after receipt of the grievance in an attempt to adjust the matter and shall render his or her decision within seven (7) calendar days after the grievance hearing.

Step 2. If the grievance has not been settled, it shall be presented in writing to the Department Head within ten (10) calendar days after the supervisor's response is received or should have been received. The Department Head or his/her designated representative shall meet with the interested parties within seven (7) calendar days after such Department Head receives such grievance, and render his/her decision in writing no later than seven (7) calendar days after the grievance hearing.

Step 3. If the grievance has not been settled, it shall be appealed to the Town Manager within ten (10) calendar days after the decision of the Department Head or his or her designated representative is received or should have been received. The Town Manager or his or her designated representative shall meet with the parties within seven (7) calendar days after the receipt of the grievance and in any case shall render his/her decision in writing within seven (7) calendar days after the grievance hearing.

Step 4. If the grievance has not been settled, it shall be appealed to the Personnel Board in writing within 10 calendar days of the decision rendered in Step 3. Said Board shall hear and act on such grievance in accordance with its rules of procedure and render a decision in writing within thirty (30) days after such grievance is heard. Such hearing may be before an odd-numbered majority of the Board unless a full Board is requested by the Union when the grievance is submitted, or by the Town within two (2) working days thereafter. If an even number of Board members is present, one shall be excused by lot or other mutually agreeable procedure. Either the Town or the Union may elect to waive Step 4 of the grievance procedure and proceed to Step 5 within ten (10) days after receipt of the Step 3 response.

Step 5. If the Union or the Town is not satisfied with the decision of the Personnel Board, it may within ten (10) working days after receipt of the decision submit the grievance to arbitration. Notice of intention to proceed to arbitration must be given to the Town Manager or Union President within (10) working days after receipt of such decision. Arbitration shall be by the State Board of Mediation and Arbitration, except in the case of grievances involving, discharges, reprimands, reductions in rank or compensation, and suspensions without pay, which may at the option of the Town be submitted to the American Arbitration Association. If the Town elects to exercise its option, it shall pay the fee of the arbitrator. If the Town chooses to exercise such option, it must do so within two (2) working days after receipt of notice of the Union's intention to proceed to arbitration. The arbitrator shall be limited to the express terms of the contract and shall not have the power to modify, amend, or delete any of the terms or provisions of the agreement.

Section 4: The decision of the arbitrator shall be final and binding on the parties.

Section 5: The time limits provided for in Section 3 of this Article may be extended by agreement of the parties. As used throughout this Article, the term "days" refers to calendar days, unless otherwise specified.

Section 6: Beginning not later than Step 2, all grievances and answers thereto shall be set forth in writing.

Section 7: The number of bargaining unit employees who may be released from duty with pay in order to present grievances, under Section 3 of this Article, shall not exceed two at any one time, unless the attendance of additional witnesses is required.

Section 8: Nothing contained herein shall prevent any employee from presenting their own grievance and representing themselves in steps 1 through 4 in these procedures.

Section 9: The Union business agent may submit a written request for specific factual information, as related to a disciplinary action case, from the Department Head. The Department Head will make such requested data available to the business agent.

Section 10: A grievance may be appealed to the next step at any time during the period in which a response is overdue, but not yet received. Failure at any step to appeal shall be considered acceptance of the decision rendered.

ARTICLE V

HOLIDAYS

Section 1: The following holidays shall be observed as days off with pay, and except as specified elsewhere in this Article, shall be celebrated on the dates set forth in Connecticut General Statutes, Section 1-4:

New Year's Day	Labor Day
Martin Luther King Day	Columbus Day
Lincoln's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Washington's Birthday	Christmas Day
Memorial Day	Employee's Birthday
Independence Day	

An employee's birthday holiday shall be taken during each fiscal year as a floating holiday with pay at a time mutually agreed to between the employee and their immediate supervisor.

Under no circumstances shall such holiday be carried over to another fiscal year if not taken nor will the employee receive premium pay for working on their birthday.

Any employee who leaves the Town service for any reason shall repay the town if they have taken their birthday holiday before having earned such day (their birth date). As an option, the employee may elect to subtract the day from any accumulated vacation days the employee has due them at separation.

Section 2: Holiday leave shall be granted on the day of the week on which the holiday falls except:

(a) when a specified holiday falls on Saturday, the holiday leave shall be granted on the preceding day, Friday, to those employees in such departments as are regularly scheduled to work only from Monday to Friday inclusive.

(b) when a specified holiday falls on Sunday, the holiday leave shall be granted on the following day, Monday.

(c) When, in the opinion of the head of the Library Department or the Director of Human Services, it is necessary to operate their department on a holiday or satisfy public service requirements, they may, with approval of the Town Manager, require the employees other than labor and trade personnel of their department to work on such holiday but, in each such instance,

shall post a notice of such holiday work requirement not less than fifteen (15) days in advance of such holiday.

Section 3: Whenever any of these holidays shall occur while an employee is out on sick leave, such employee shall be paid for the holiday and no charge to sick leave shall be made for that day.

Section 4: When a holiday occurs while an employee is on vacation, the employee shall be granted an additional vacation day with pay, or (in the case of a vacation of one week or more) the employee may elect to receive an additional day's pay with their vacation pay.

Section 5: Classified, permanent, part-time employees who are members of the bargaining unit shall be granted pro rata holiday pay for each holiday based upon their working hours compared to the normal weekly working hours for employees in their class and organizational unit.

Section 6: Unauthorized absence from work on the scheduled workdays before or after the holiday will forfeit the employee's eligibility for holiday pay. If an employee is on authorized leave without pay for any duration and a holiday occurs during such absence, the employee shall not be entitled to any holiday pay.

Section 7: Nothing in this agreement shall in any way abridge the Town's right to schedule employees to work on recognized holidays, subject to compensation provisions included in Article 10 of this contract.

ARTICLE VI

VACATIONS

Section 1:

(a) Annual vacation leave with pay shall be earned by all classified employees as follows:

-Less than 4 full years of service:	5/6 day per month (2 weeks)
-4 but less than 14 full years:	1-1/4 days per month (3 weeks)
-14 but less than 24 full years:	1-2/3 days per month (4 weeks)
-More than 24 full years:	2-1/12 days per month (5 weeks)

One year's vacation accrual shall be posted to each employees' credit with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employee's date of hire. The accrual shall be adjusted down, at the appropriate rate for the employees' length of service, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any vacation leave taken in excess of what they would have earned on a

monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulation of vacation leave, said repayment shall be first subtracted from prior accumulated vacation days.

(b) In addition, immediately on completion of the number of full years of service indicated below, the following number of vacation days shall be credited to all classified employees as follows:

10 full years - 1 day	20 full years - 1 day
11 full years - 2 days	21 full years - 2 days
12 full years - 3 days	22 full years - 3 days
13 full years - 4 days	23 full years - 4 days

(c) At the beginning of the 14th and 24th year of service, employees shall accrue vacation as stated in Section 1(a) as of and including the month in which their anniversary occurs.

Section 2: However, earned but unused vacation leave shall not accrue to an employee's credit in excess of fifty (50) working days. Unused vacation in excess of the maximum accrual shall be forfeited if not used by the end of the fiscal year in which such excess accrual occurs.

Section 3: For the purpose of computing vacation leave only dismissal or resignation will break the continuity of service; other leave except sick leave will defer vacation leave accrual during such leave. Vacation leave shall not be granted to employees with less than six months of service; however, upon completion of six months of service, employees shall have their accrual of such leave computed from the date of their original appointment.

Section 4: In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick day to his sick leave, providing a doctor's certificate verifies illness.

Section 5: Classified permanent employees working on a part-time basis will be granted vacation leave on a schedule prorated on their working hours compared to the normal weekly working hours for employees in their class and organizational unit.

Section 6: Employees who resign in good standing or who are laid off shall be paid for any unused vacation leave that has accrued to their last day of service. An employee shall be considered to resign in good standing only if such employee notified their department head of such resignation at least fifteen (15) calendar days in advance of his last day of service. Employees who retire shall be entitled to use any accrued vacation leave prior to the effective date of their retirement, but any accrued vacation not so used shall be forfeited and in no case may a period of vacation leave delay retirement beyond the date of retirement as provided by the Town pension plan. Vacation leave shall not further accrue during the period of such terminal leave.

Effective July 1, 2003, only upon separation from Town service for immediate retirement under the Town Pension Plan, unused vacation leave, up to the maximum allowable accrual, shall be

paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401 of the Internal Revenue Code and, as such, is subject to its provisions.

Such payments shall not be credited toward the employee's average final compensation for the purpose of calculating their pension benefit.

Section 7: Employees entitled to vacation leave who are terminated for cause shall be paid for any unused vacation leave in excess of fifteen (15) days that has accrued to their last day of service. Any part or all of accrued unused vacation leave up to fifteen (15) days may be granted at the discretion of the Town Manager.

Section 8: An employee leaving on vacation may be granted pay due them for their accrued vacation time, provided they submit a written request for such pay to the Finance Department not less than ten (10) calendar days in advance.

Section 9: Employees may take their vacation leave, in accordance with schedules established by the Department Head, throughout the fiscal year. The Department Head may, however, limit the number of employees on vacation at any one time because of the operating requirements of the department and may further provide that no employee may take more than two (2) consecutive vacation weeks during the months of July and August. In the event there is a conflict concerning the choice of vacation weeks between employees, the Department Head shall give preference on the basis of greatest length of service in the highest classification but this decision shall be final.

Section 10: If the work load of an employee's organization unit makes adherence to the vacation schedule impracticable or undesirable, vacation leave may be postponed at the discretion of the Department Head, but in requiring such postponement employees having the greatest length of service in their respective classifications shall be given preference over those with less service in said classification. Vacation leave so postponed shall accrue to the employee's credit notwithstanding the above provision for a maximum of such leave.

ARTICLE VII

SICK LEAVE

Section 1: Sick leave shall not be considered as an entitlement which an employee may use at his discretion, but shall be allowed only in case of necessity arising from actual sickness or disability of the employee, or to meet dental appointment, or to take physical examination or other sickness prevention measures, when such appointment, examination and/or measure cannot reasonably be scheduled outside of working hours.

Section 2: Sick leave with pay shall accrue to the credit of each employee as follows, subject to the restrictions listed below:

(a) Sick leave with pay shall accrue to the credit of each employee at the rate of one and one-quarter (1-1/4) working days for each full month of service to a maximum of one hundred fifty (150) working days.

One year's sick leave accrual (i.e., 15 days) shall be posted to each employees' credit with the first full paycheck in July of each fiscal year. For any new employee such posting shall be for the portion of the fiscal year from date of hire to the end of the fiscal year and shall be made on the first full (10 working days) paycheck after the employees' date of hire. The accrual shall be adjusted down at a rate of one and one-quarter (1¼) days, for each month the employee fails to be in service (pay status) the full month. Any employee who leaves the Town service for any reason shall repay the Town for any sick leave taken in excess of what they would have earned on a monthly accrual basis from the first of the fiscal year or date of hire. For employees with prior accumulation of sick leave, said repayment shall be first subtracted from prior accumulated sick days.

(b) No provision of these rules is to be construed as preventing any Department Head, with the concurrence of the Town Manager, from withholding sick leave for just cause from any employee under their jurisdiction.

(c) Notwithstanding the foregoing provision regarding maximum accrual of paid sick leave, any employee may be granted additional paid sick leave upon joint approval of the employee's Department Head, the Personnel Director, and the Town Manager. Consideration of such approval shall take into account personal hardship, the nature of the illness, the employee's service record and length of service, and needs of the Town service.

(d) In all cases, sick leave with pay in excess of five (5) consecutive workdays will be granted only when a certificate from a regularly licensed practitioner of medicine or surgery, or both, verifying the need for sick leave, has been submitted to the Division Manager, Assistant Department Head, or Department Head.

However, if such authority feels an employee has been abusing sick leave by requesting such leave without justification, they may require such a certificate for future sick leave of any duration. He or she shall so notify the employee in writing, stating in his letter the reasons for the requirement.

(e) Sick leave shall not accrue during any leave of absence without pay.

(f) Up to five (5) days of an employee's accumulated sick leave may be used in any fiscal year for illness or incapacity in the employee's immediate household in cases where the presence of the employee is essential, which shall include illness or incapacity of the employee's domestic partner.

An employee may utilize up to ten (10) additional days accrued sick leave in any fiscal year for the birth, adoption or foster care of a child or the serious health condition of a child, parent, civil union spouse or spouse in accordance with FMLA provisions. This provision does not include the employee's domestic partner.

(g) Upon separation from town service for any reason except retirement under the Town Pension Plan, unused accrued sick leave shall revert to the Town. There shall be no sick leave buy-out for employee's who separate from Town service and vest for purposes of their pension benefit.

In the case of retirement under the Town Pension Plan immediately upon separation from Town service, the employee shall be paid at his/her regular rate for one-half the sick leave accrued to the employee's credit up to one hundred twenty (120) working days accrual, i.e., sixty (60) working days payment, plus one-tenth of the additional sick leave accrual to the employee's credit up to an additional thirty (30) working days accrual, i.e., three (3) working days payment.

Effective July 1, 2003, in the case of retirement under the Town pension plan immediately upon separation from Town service, employee's shall be paid at his/her regular rate for 50% of the sick leave accrued to his/her credit up to one hundred fifty (150) working days accrual (i.e., 75 working days payment). For employees hired prior to July 1, 2003, for purposes of calculating pension benefits only, sick leave shall be calculated as one-half (1/2) of the sick leave accrued to the employee's credit up to one hundred-twenty (120) working days accrual, i.e. sixty (60) days payment plus 1/10 of the additional sick leave accrued to the employees credit up to an additional thirty (30) working days accrual (i.e. three (3) working days payment). For employees hired on or after July 1, 2003, sick leave buy-outs will not be included in the calculation of their average final compensation for the purposes of calculating pension benefits.

Such payment shall be paid in a lump sum payment and shall be deposited into a Special Pay Retirement Plan. This Special Pay Retirement Plan is subject to Section 401 of the internal Revenue Code and, as such, is subject to its provisions.

(h) In cases of sick leave of less than one full working day, an employee's accrued sick leave shall only be charged to the nearest hour of absence from work.

(i) Classified permanent part-time employees who are members of the bargaining unit will be granted sick leave on a schedule prorated on their working hours compared to the normal weekly working hours for employees in their class and organizational unit.

Section 3: No more than three (3) days of accrued sick leave may be used by the employee each fiscal year for personal business which cannot be conducted at any other time, and which is not covered by any other leave provision in this Agreement. Request for leave under this paragraph should be made as soon as the employee is aware of the need, and in no event less than 24 hours prior to the beginning of the shift for which leave is requested, except in case of emergency or other unforeseen circumstances arising after such time limit has passed. If necessary, the Department Head or his designee may limit the number of employees on leave under this paragraph at any one time in order to meet the operating requirements of the Department. Personal leave days under this paragraph may not accumulate from year to year except as sick leave.

ARTICLE VIII

INSURANCE AND PENSION PROGRAM

Section 1: Health Insurance

- A. Effective January 1, 1998, the Town will maintain, on behalf of Town employees, a group health PPO plan in accordance with the Town Health Plan Summary Plan Description.
- B. Effective January 1, 1998 each member of the bargaining unit shall contribute fifteen percent (15%) of the fully insured rate for the individual or dependent coverage desired not to exceed three percent (3%) of the employees annual earnings calculated from base pay rate.
- C. Employees shall have the option of being covered by either the Town Health Plan, Kaiser Permanente Health Maintenance Organization or the ConnectiCare HMO program. For those employees who choose HMO membership, the employee shall pay toward their health benefit an amount computed in the same manner as stated in Section 1B of this Article, plus any cost in excess of the coverage for the Town Plan. Any such excess cost shall be paid by the employee through payroll deductions. The Town assumes no responsibility for the administration of the HMO plans, nor for any aspect of its operation, including eligibility, cost, coverage, or delivery of health services.
- D. After initial enrollment, an employee may modify coverage only during the annual enrollment period, except for changes in family status by birth, death, adoption, marriage, or involuntary loss of coverage due to extenuating circumstances may be made at any time.
- E. Upon death of an active employee, medical benefits shall continue, for a period of 36 months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. Such continuation of medical benefits is intended to satisfy the requirements of COBRA and no further continuation shall be made.
- F. Effective February 1, 1993, the Town shall provide a Tax Savings Plan within the meaning of Section 125 of the Internal Revenue Code of 1986, as amended, and the income designated by the employee in compliance with such plan shall be excludable from the employees' taxable income as provided by law.
- G. The parties agree that the Town Health Plan constitutes a self-funded non-federal governmental plan and the parties agree that it be exempted from all of the Health Insurance Portability and Accountability Act (HIPAA) requirements except certification.

Section 2: Prescription Drug Program

A. Effective April 1, 2008, the town will amend its prescription drug program, on behalf of Town employees, in accordance with the following:

1. co-pay of \$5-generic; \$30-brand;
2. network of providers;
3. no maximum benefit;
4. co-pay of \$15 for sole source drugs.
5. out-of-network benefits shall be provided with a 20% employee co-pay with a minimum of \$5 for generic drugs, \$15 for sole source drugs, and \$30 for brand drugs and no mail order.
6. Mandatory mail order (90 day supply of maintenance drugs) after three refills annually at retail for maintenance drugs* with employee co-pay of \$10 for generic; \$20 for single source; and \$30 for brand name drugs.
7. prescription drug contraceptives methods approved by the Federal Food and Drug Administration (FDA) in accordance with state statute will be covered under the Prescription Drug Program.

*Maintenance drugs are defined as medications prescribed for chronic, long term conditions taken on a regular, recurring basis.

Section 3: Retiree Health and Prescription Drug Plan

A. 1. For purposes of this Section, employees hired prior to July 1, 1986, the term “retired employee” shall be limited to those who are eligible to receive, and who actually do receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service.

2. For purposes of this Section, employees hired on or after July 1, 1986, the term “retired employee” shall be limited to those who are eligible to receive, and who actually do receive, a normal (unreduced) retirement benefit from the Town pension plan immediately upon separation from Town service.

B. Each individual retired employee and any eligible and enrolled dependents shall be eligible to participate in the same health and prescription drug programs which they enjoyed immediately prior to retirement. Such plans are described in Sections 1 and 2 of this Article and include the same co-pays, deductibles and other terms and conditions.

C. 1. Employees hired prior to July 1, 1986, who actually receive, either an early (reduced) or normal (unreduced) retirement benefit under the Town pension plan immediately upon separation from Town service shall be eligible to receive health insurance benefits in accordance with past practice and provisions of the Memorandum of Understanding regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.

2. The parties agree to incorporate the provisions of Section 3 (C)(1) of this Article in a separate agreement with individual members of the bargaining unit who were employed prior to July 1, 1986. Such agreement shall be binding on the Town and on such individuals regardless of the result of future negotiations between the Town and the Union on the subject of retiree health insurance benefits. However, the Union does not waive its right to represent such individuals, and the Town shall have no right to negotiate directly with such individuals, as long as they remain employed by the Town and are covered by Section 3 of this Article, or by any successor provision governing retiree health insurance.

D. 1. Employees hired on or after 7/1/86 and prior to 11/10/97, who retire with a normal (unreduced) retirement benefit immediately upon separation from Town service, shall pay seven percent (7%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

2. Employees hired on or after 11/10/97, or on or before June 30, 2003, who retire with a normal (unreduced - and with eligibility at age 55 with 25 years of service) retirement benefit immediately upon separation from Town service, shall pay fifteen percent (15%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

3. Employees hired on or after 11/10/97, or on or before June 30, 2003, who retire with a normal (unreduced - and with eligibility at age 60 with 10 years of service) retirement benefit immediately upon separation from Town service, shall pay thirty percent (30%) of the fully insured rate for the individual or dependent coverage desired, for continued coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

4. The parties agree that for the duration of the 2002-2007 collective bargaining agreement, and in negotiations for all succeeding collective bargaining agreements between the parties, any change in Sections 3 D (1), (2) and (3) shall not be mandatory subjects of bargaining.

E. Employees hired on or after July 1, 2003, who retire with a normal retirement benefit (unreduced and with eligibility at age 65 with 15 years of service or age 62 with 35 years of service) immediately upon separation from Town service, shall pay 25% of the fully insured rate for individual coverage or 50% for dependent coverage of the health program that they enjoyed immediately prior to retirement. Payment shall be made to the Town until the retiree reaches Medicare eligibility.

F. 1. At Medicare eligibility, the retired employee's health insurance coverage shall be converted, at the employee's option, to either a Medicare Supplement or Medicare Risk (HMO) Plan; and continuation in either Plan is contingent upon conditions established by the carrier. The cost of the Medicare Supplement Plan or Medicare Risk (HMO) Plan shall be provided by the Town to the retiree without cost sharing.

2. It is assumed that the retired employee is covered by Medicare - Part A and Part B. The retired employee is automatically covered by Medicare Part A if they are eligible for Social Security. Enrollment in Medicare Part B and payment of the Medicare premium is the retired employee's responsibility. Whether enrolled or not, the Town Plan will only pay for the amount normally payable under the Town Plan minus the amount payable under Medicare Part A and Part B for the same expenses.

3. For retired employees who participate in the Medicare Risk Plan, the Town will reimburse them for one-half of the Medicare Part B premium, up to a maximum of \$500 per year, exclusive of any social security penalties. This reimbursement shall continue only as long as the retired employee remains in the Medicare Risk Plan.

G. Upon the death of the retiree, medical benefits shall continue, for a period of twenty-four (24) months, to the surviving spouse and eligible dependents in the same manner as if the deceased had remained an active employee, with the exception that any contributions to premiums shall not be required during this twenty-four (24) month period, and benefits for a surviving spouse age 65 or over will be coordinated with Medicare in the same manner as with a retired employee. This twenty-four (24) month continuation of medical benefits is intended to be applied to meeting the requirements of COBRA and any further continuation shall not exceed the COBRA limits.

H. At Medicare eligibility, the retired employees' prescription drug plan shall either remain the same as is available to active employees, or be covered by the Medicare Risk (HMO) Plan. Agreement on having this benefit "remain the same as is available to active employees" shall not establish a precedent for other benefit negotiations.

I. Employees in the bargaining unit who are on the Town's payroll on November 1, 1986, and who thereafter leave the Town service with vested rights to a pension benefit, may participate in the Town's group health insurance plan, subject to all the conditions applicable to other participants in the plan, provided they pay the full cost of such coverage, for themselves and any enrolled dependents, for as long as they participate in the plan. Eligibility for participation in the Town's plan shall terminate upon the employee's eligibility for Medicare.

Section 4 - Health Benefits with Disability Retirement

Effective January 1, 1998, any employee who retires with a disability pension under Section 30-14 of the Pension Ordinance, and, has at least 10 years of consecutive and continuous years of service with the Town immediately prior to retirement, shall be eligible to receive health benefits in the following manner:

1. The employee shall receive the same health benefit that is applicable to active employees in the same bargaining unit that the employee was in immediately prior to their disability retirement. Any change in the health plan for active employees shall also change the health plan for the retiree. At Medicare eligibility, the health plan shall convert to the Medicare Supplement Plan or Medicare Risk (HMO) Plan. The retiree shall continue to contribute toward the cost of the plan as defined in Section 4 (2)(A) of this Article.

2. The employee shall contribute toward the cost of this health benefit in the following manner:

A. 100% of the fully insured rate minus an amount determined by multiplying the employee's years of service by 3.5. For example, if an employee had 15 years of service, they would contribute 47.5% of the fully insured rate. $(100 - [15 \times 3.5])$

B. Dependent coverage may be continued for 12 months at the same rate as determined in 2A above. Any and all dependents coverage will be terminated thereafter, except that COBRA continuation will be offered, for a period of 26 months, by paying 102% of the fully insured rate.

C. Upon reemployment with any other employer who provides a health plan of any kind, the employee and dependents shall be ineligible for further participation in the Town plan.

a. The employee shall be responsible for notification of the Town and shall be responsible for any claim made against the Town during any period of time they could have been covered by another plan.

b. The employee shall furnish such documentation as required from time to time by the Town for purposes of verifying other employment and available health benefits. Failure to do so shall render the employee ineligible for this health benefit.

Section 5 - Cost Containment

The Town may choose to provide for the administration of employee health benefits under a "cost-containment" program by any provider who has filed with and been approved by the Connecticut State Department of Insurance to provide such services. Such a program may include any classifications and definitions of services which have been agreed upon by the Union, provided that implementation or elimination of any such service is thoroughly communicated to all employees not less than 60 days prior to the effective date of implementation or elimination. Once implemented, the Town may eliminate any such service at its sole discretion provided it gives employees the notice required above and further provided it restores the full contractual benefit that the eliminated service(s) affected. Any service implemented must be within parameters which have been agreed upon by the Union in writing.

Section 6 - Life Insurance

A. Effective January 1, 1998, the Town will participate in a group life insurance plan providing a benefit in the amount of \$50,000 for each full-time active employee and will pay the cost of such insurance for each participating employee.

B. Effective January 1, 1998 each employee pensioned, will have their group life insurance automatically reduced from \$50,000 to \$25,000. This reduction will become effective as specified in the group life insurance plan. The cost of such reduced life insurance for each pensioned employee who retires shall be paid by the Town. The balance of each retired employee's group life insurance may be converted and paid for by the retired employee in accordance with the terms of the group life insurance plan.

C. In lieu of the reference insurance coverages, the Town shall pay the cost of a \$3,000 group life insurance policy for permanent part-time employees in the bargaining unit. As used in the preceding sentence, the phrase "permanent part-time employees" means those employees who work twenty (20) hours or more per week, but less than a full workweek, and who are employed 52 weeks per year.

Section 7 - Long term Disability

Effective January 1, 1998, the Town shall provide for active employees disability insurance coverage with the following features: 180 day waiting period, benefit of 60% of pay with \$3,000 monthly maximum and with offset for any other disability income, benefits to age 65, disability defined as unable to engage in own occupation for first 2 years and unable to engage in any occupation thereafter.

Section 8 - Vision Care

Effective July 1, 2003 the Town shall provide and pay the cost, for active employees and qualified dependents, for a "basic" networked vision care program as outlined in Attachment A. For each retiree eligible for health insurance benefits as defined in Article VIII, Section 3 (B), (C)(1), (D)(1), (2), and (3) and their eligible dependents, one (1) vision examination related to refractive errors shall be provided per year and be paid in full after a \$15 copayment up to reasonable and customary charges, until eligibility for Medicare Supplement Plan or Medicare Risk (HMO) Plan, as per practice.

Section 9 - Dental Insurance

Effective July 1, 2003, the Town shall provide a full service dental plan as outlined in Attachment B and pay 75% of the fully insured rate toward the cost of individual coverage. Each bargaining unit member shall be enrolled and pay 25% of the fully insured rate for individual coverage and have the option to elect further coverage for eligible dependents. Employees who elect to enroll dependents may do so, the Town shall pay 50% of the fully insured rate toward the cost of dependent coverage, employees will authorize monthly payroll deductions covering 50% of the fully insured rate toward the cost of such enrolled dependents. Dependents may be enrolled during the open enrollment period and must remain participants in the plan for at least twelve (12) months. Eligible dependents may include dependent children to age 19, or age 25 if full time students. Participation in the Dental Plan is limited to active employees, unless otherwise required by applicable law.

Section 10 - Carriers

The Town may at any time and from time to time change the carriers for any of the foregoing insurance, provided that the benefits shall be the equivalent or better than those provided in the above referenced coverages.

Section 11 - Pension

A. The provisions of the Codified Ordinances of the Town of West Hartford relating to pensions for Town employees are made a part of this agreement. Any and all amendments to said pension ordinance, which effect this bargaining unit, and which are enacted during the term of this Agreement shall also become a part hereof, provided that no such amendment which reduces retirement allowances or their dependents or beneficiaries, or which requires greater employee contributions than now specified, shall become a part hereof without written consent of the Union.

B. The following amendments to the Pension Ordinance have been agreed to by both parties, effective as to members of this bargaining unit on the dates specified below:

1. For each individual retiring on or after January 1, 1998 there shall be a 1 % cost-of-living adjustment to their pension every year beginning 3 years after retiring with a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's normal retirement date.
2. For each individual retiring on or after January 1, 1998 with an early retirement there shall be a 1 % cost-of-living adjustment to their pension every year beginning 3 years after they would have been eligible for a normal retirement. The adjusted benefit shall begin on the closest January 1st or July 1st to the third year following the member's normal retirement date.
3. Section 30-24 (H) of the Pension Ordinance regarding the 1% cost of living adjustment will be applied as follows:
 - (a.) The 1% cost of living adjustment is provided on the amount of the member's benefit at the time they are receiving it, except as modified by (3)(d) of this Section. The benefit will include all previous year's COLA adjustments, so that there will be a compounding effect.
 - (b.) When a member who is receiving the temporary retirement allowance (as defined in Section 30-18 and 30-19 of the Pension Ordinance) is no longer eligible for that allowance, the COLA amount that was applied to the members benefit during the temporary increase will be applied on an actuarial equivalent basis to the new benefit.

(c.) COLA increases after a member's eligibility for the temporary retirement allowance shall be on the amount of the member's actual benefit at the time the COLA increase is to take effect, except as modified by (3)(d) of this Section.

(d.) COLA increases shall be calculated without regard to or inclusion of any portion of the retirement allowance which is payable to the member as a result of a retirement incentive.

4. The COLA provision shall not apply to disability retirements, employees who terminate with a deferred vested benefit, or to beneficiaries of employees who die before becoming eligible for retirement.
5. Effective January 1, 1998, all active employees in the bargaining unit shall contribute, in addition to any other contribution they may make to the Pension plan, 1% of gross earnings to the Pension plan.
6. Any reduction in the 1% contribution, referred to in Section 11(B)(5), shall not be a mandatory subject of bargaining for the duration of this contract and for the duration of the next two succeeding contracts.
7. It is understood by both parties that the intended relationship of this 1% employee contribution and 1% COLA is to have the benefit pay for itself through employee contributions. It is agreed that any future change in the plan benefit negotiated by the parties that would change the intended relationship between the contribution and the COLA will be reason, for either party, to request and have accepted a reopener of this Article VIII, Section 11(B)(1), (2), (3), (4) and (5) of the collective bargaining agreement, for the purpose of negotiating a change that will keep the intended relationship intact. Such reopener shall not, however, violate the provisions of Section 11(B)(6).
8. Any employee who leaves Town service and withdraws from participation in the Town's Pension Plan shall receive a refund of their 1% pension contribution as referenced in Section 11 (B)(5) plus 2% interest payment. Such payment is a separate refund from any other refund which may be provided in Section 11 (E).

C. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-19 of the Pension Ordinance shall be modified, effective January 1, 1998, so that:

1. the reduction in benefits for years of service prior to January 1, 1989 shall be changed to apply to years of service prior to January 1, 1986, and
2. the reduction shall not be made until the member reaches full retirement age as defined by the Social Security Administration schedule.

D. The Town shall establish procedures for allowing members of the bargaining unit to buy back eligible years of service from other governmental entities through payroll deductions and to use any contractual provision for sick leave buy out upon retirement for the purpose of such buy

back. Effective 1/1/05 Employees may only buy back years of service from other entities during their first year of service with the Town or during their last year of service with the Town.

E. The Town shall establish procedures for enrolling members of the bargaining unit in the existing deferred compensation plan. Participation in this plan shall be at the discretion of each individual employee, and shall not require any contribution by the Town. In lieu of a contribution to the deferred compensation program by the Town, the pension contribution (Article VIII, Section 11, Part J) shall have the base wage portion of the contribution reduced by 1.2% (wages earned in excess of base shall be subject to the full contribution).

F. An employee shall provide his/her department director 30 days notice of his/her intent to retire under the Town of West Hartford Pension Plan.

G. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-12 of the Pension Ordinance shall be modified, effective July 1, 2003, to reflect the following:

1. Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 65 years and completed 15 years of credited service or attained the age of 62 years and completed 35 years of credited service shall be eligible for retirement from active service and for a normal unreduced retirement allowance.
2. Any member who is hired by the Town before July 1, 2003, and who retires on or after July 1, 2003 and who became eligible for a normal retirement by attaining at least the age of 55 and having at least 25 years of credited service or at least the age of 60 and having at least 10 years of credited service, and does not retire shall earn the following annual pension supplement:

Years after Normal Retirement	Supplement
1	\$ 600
2	\$ 600
3	\$ 600
4	\$ 600
5	\$ 600
Each full year over 5	\$ 600

3. (A) The pension supplement shall not be calculated in the cap calculation. The years of credited service and/or buy-back of years from other employment are still capped at 35. However, the supplement will be added to an employee's pension above the cap amount.

(B) The above pension supplement will not be calculated as part of the COLA computation and will not be a survivor benefit.

(C) The supplement shall be made annually in a single payment during the month of July, starting the first July after the employee's retirement date.

4. The parties agree that for the duration of the 2002-2007 collective bargaining agreement, and in negotiations for the next three succeeding collective bargaining agreements between the parties, any change in the age and/or years of service for a normal pension retirement shall not be a mandatory subject of bargaining. The parties further agree that this provision may be extended by mutual agreement of both parties

H. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-13D of the Pension Ordinance shall be added, effective July 1, 2003, to reflect the following:

D. Any member who is hired by the Town on or after July 1, 2003 and shall have attained the age of 55 years and shall have completed 15 years of credited service or attained the age of 60 years and completed 10 years of credited services shall have the option, to be exercised by written request to the Pension Board, to retire not less than 60 days after the filing of said request with the Pension Board.

I. For bargaining unit employees who are Part B members of the Pension Plan, Section 30-8 of the Pension Ordinance shall be modified, effective July 1, 2003, to reflect the following:

AVERAGE FINAL COMPENSATION – The average annual compensation of a member during the three highest paid years of service prior to and including the last full month of employment. For employees hired on or after July 1, 2003 the average final compensation for a Part B member shall not exceed the member's highest paid calendar year base wage. The highest paid calendar year base wage will be calculated on base wages or salary only and will not include payments on account of overtime worked, longevity payments, meal payments, or any other payment.

J. Effective July 1, 2003, all active employees in the bargaining unit shall contribute, (in addition to Article VIII, Section 11-B5) 1.5% of their gross earnings to the Pension Fund. Such contributions shall increase to 2.0% effective July 1, 2004; 2.5% effective July 1, 2005; and 3.0% effective July 1, 2006. In lieu of a contribution to the deferred compensation program by the Town, the pension contribution shall have the base wage portion of the contribution reduced by 1.2% (wages earned in excess of base shall be subject to the full contribution). Therefore, the actual contribution effective July 1, 2003 is .3%. Such contributions shall increase to .8% effective July 1, 2004; .1.3% effective July 1, 2005; and 1.8% effective July 1, 2006.

When an employee hired prior to July 1, 2003, reaches 30 years of credited service with the Town (excluding any buy-back time) his/her contribution shall be reduced to 2.0% of their gross earnings.

When an employee hired after to July 1, 2003, reaches 35 years of credited service with the Town (excluding any buy-back time) his/her contribution shall be reduced to 2.0% of their gross earnings.

K.

1. Effective July 1, 2007, any member of the bargaining unit hired prior to July 1, 2003 and retiring after July 1, 2007, who earns 30 years of credited service, not counting buyback of service time, shall receive an annual benefit equal to 70% of the member's average final

compensation provided they otherwise are eligible for a normal retirement benefit by reaching age 55 with 25 years of service or age 60 with 10 years of service.

Members with years of service prior to January 1, 1986 are subject to a benefit offset as defined in the pension ordinance.

2. Effective July 1, 2007, any member of the bargaining unit hired prior to July 1, 2003 and retiring after July 1, 2007, who earns 25 years of credited service but less than 30 years of service, not counting buyback of service time, shall receive an annual benefit equal to 60% of the member's average final compensation provided they otherwise are eligible for a normal retirement benefit by reaching age 55 with 25 years of service or age 60 with 10 years of service.

Members with years of service prior to January 1, 1986 are subject to a benefit offset as defined in the pension ordinance.

L.

Provisions of the Pension Ordinance related to Disability Pensions, as a result of workplace injuries, shall be modified effective July 1, 2007 to provide for the following:

- a. An employee with less than 10 years of service who is unable to perform any work in accordance with federal Social Security Administration provisions shall be eligible to receive a disability pension.
- b. Regardless of years of service, the disability pension benefit shall be offset at a rate of one dollar for every two dollars of income, once income plus disability pension benefit equals the employee's annual base salary at the time of disability. Income shall be defined as adjusted gross income on federal income taxes and include, but not be limited to, wages, long term disability payments, workers compensation payments, etc.
- c. An employee who qualifies for a disability pension, who is offered alternate employment shall remain a member of Part B of the Pension Plan for all purposes, including the computation of employee and Town contributions, retirement eligibility date, and pension benefit computation, as if he or she had remained in his/her former position, and had received the salary increase uniformly applicable to his/her former position. An employee similarly situated from another bargaining unit shall maintain the benefits afforded to them under the collective bargaining unit they belonged at the time of the injury.

ARTICLE IX

WAGES

SECTION 1: The pay schedules below show the biweekly rates of compensation to become effective as specified. The approximate annual equivalents are obtained by multiplying these rates by 26:

Assistant Town Clerk-Records, Deputy Collector of Revenue, Graphic Publicist, Payroll Specialist								
Salary Grade	Effective Date	A	B	C	D	E	F	G
8	7/1/2007	\$1,903	\$1,976	\$2,054	\$2,127	\$2,204	\$2,280	\$2,356
	7/1/2008	\$1,955	\$2,030	\$2,110	\$2,185	\$2,265	\$2,343	\$2,421
	7/1/2009	\$2,023	\$2,101	\$2,184	\$2,261	\$2,344	\$2,425	\$2,506
	7/1/2010	\$2,094	\$2,175	\$2,260	\$2,340	\$2,426	\$2,510	\$2,594
	7/1/2011	\$2,167	\$2,251	\$2,339	\$2,422	\$2,511	\$2,598	\$2,685
Executive Assistant, Delinquent Tax Collector, Housing Specialist								
Salary Grade	Effective Date	A	B	C	D	E	F	G
7	7/1/2007	\$1,729	\$1,796	\$1,867	\$1,935	\$2,013	\$2,068	\$2,141
	7/1/2008	\$1,777	\$1,845	\$1,918	\$1,988	\$2,068	\$2,125	\$2,200
	7/1/2009	\$1,839	\$1,910	\$1,985	\$2,058	\$2,140	\$2,199	\$2,277
	7/1/2010	\$1,903	\$1,977	\$2,054	\$2,130	\$2,215	\$2,276	\$2,357
	7/1/2011	\$1,970	\$2,046	\$2,126	\$2,205	\$2,293	\$2,356	\$2,439
Administrative Assistant, Accounting Specialist, Library Specialist, Assistant Police Records Supervisor, Revenue Services Representative, Customer Service Representative Administrative Assessment Technician								
Salary Grade	Effective Date	A	B	C	D	E	F	G
6	7/1/2007	\$1,574	\$1,634	\$1,696	\$1,760	\$1,826	\$1,887	\$1,949
	7/1/2008	\$1,617	\$1,679	\$1,743	\$1,808	\$1,876	\$1,939	\$2,003
	7/1/2009	\$1,674	\$1,738	\$1,804	\$1,871	\$1,942	\$2,007	\$2,073
	7/1/2010	\$1,733	\$1,799	\$1,867	\$1,936	\$2,010	\$2,077	\$2,146
	7/1/2011	\$1,794	\$1,862	\$1,932	\$2,004	\$2,080	\$2,150	\$2,221

Senior Staff Assistant, Information Processing Assistant								
Salary Grade	Effective Date	A	B	C	D	E	F	G
5	7/1/2007	\$1,428	\$1,484	\$1,545	\$1,602	\$1,659	\$1,718	\$1,777
	7/1/2008	\$1,467	\$1,525	\$1,587	\$1,646	\$1,705	\$1,765	\$1,826
	7/1/2009	\$1,518	\$1,578	\$1,643	\$1,704	\$1,765	\$1,827	\$1,890
	7/1/2010	\$1,571	\$1,633	\$1,701	\$1,764	\$1,827	\$1,891	\$1,956
	7/1/2011	\$1,626	\$1,690	\$1,761	\$1,826	\$1,891	\$1,957	\$2,024
Staff Assistant, Accounting Assistant, Library Assistant								
Salary Grade	Effective Date	A	B	C	D	E	F	G
4	7/1/2007	\$1,300	\$1,350	\$1,400	\$1,456	\$1,509	\$1,558	\$1,616
	7/1/2008	\$1,336	\$1,387	\$1,439	\$1,496	\$1,550	\$1,601	\$1,660
	7/1/2009	\$1,383	\$1,436	\$1,489	\$1,548	\$1,604	\$1,657	\$1,718
	7/1/2010	\$1,431	\$1,486	\$1,541	\$1,602	\$1,660	\$1,715	\$1,778
	7/1/2011	\$1,481	\$1,538	\$1,595	\$1,658	\$1,718	\$1,775	\$1,840
Communications Assistant, Data Entry Operator								
Salary Grade	Effective Date	A	B	C	D	E	F	G
3	7/1/2007	\$1,183	\$1,229	\$1,275	\$1,322	\$1,366	\$1,418	\$1,468
	7/1/2008	\$1,216	\$1,263	\$1,310	\$1,358	\$1,404	\$1,457	\$1,508
	7/1/2009	\$1,259	\$1,307	\$1,356	\$1,406	\$1,453	\$1,508	\$1,561
	7/1/2010	\$1,303	\$1,353	\$1,403	\$1,455	\$1,504	\$1,561	\$1,616
	7/1/2011	\$1,349	\$1,400	\$1,452	\$1,506	\$1,557	\$1,616	\$1,673
Office Assistant								
Salary Grade	Effective Date	A	B	C	D	E	F	G
2	7/1/2007	\$1,075	\$1,117	\$1,160	\$1,204	\$1,245	\$1,290	\$1,330
	7/1/2008	\$1,105	\$1,148	\$1,192	\$1,237	\$1,279	\$1,325	\$1,367
	7/1/2009	\$1,144	\$1,188	\$1,234	\$1,280	\$1,324	\$1,371	\$1,415
	7/1/2010	\$1,184	\$1,230	\$1,277	\$1,325	\$1,370	\$1,419	\$1,465
	7/1/2011	\$1,225	\$1,273	\$1,322	\$1,371	\$1,418	\$1,469	\$1,516

Staff Assistant Trainee					
Salary Grade	Effective Date	A	B	C	D
1	7/1/2007	\$975	\$1,010	\$1,044	\$1,075
	7/1/2008	\$1,002	\$1,038	\$1,073	\$1,105
	7/1/2009	\$1,037	\$1,074	\$1,111	\$1,144
	7/1/2010	\$1,073	\$1,112	\$1,150	\$1,184
	7/1/2011	\$1,111	\$1,151	\$1,190	\$1,225

Section 2: If an employee is hired at the first step and completes six months of service, they will be eligible to advance on or after the effective date of this agreement to the second step effective with the employee's six month anniversary date of employment providing they meet the conditions set forth in Section 3 of this Article.

Section 3: The Town reserves the right to grant annual merit pay increases. Merit salary increases within an established range shall depend primarily upon recommendations of merit by the Department Head. Merit salary increases shall not be predicted solely upon the length of service. Merit increase will be given only upon certification by a Department Head that the employee has maintained consistently high level of performance throughout the preceding year. When an increment is withheld, the employee shall be notified in writing of the reasons for such action and shall have the right to challenge the decision by means of the grievance procedure.

Merit increases in excess of one step or more often than once per year shall be reserved for exceptional performance and shall be given only with approval of the appointing authority. Merit salary increases will normally be made with the employee's anniversary date of advancement.

Section 4: When an employee is promoted from one class to another his/her rate of pay will be increased on the date of such promotion from his/her current step in his/her current salary range to the corresponding step in the range for the position to which he/she is promoted, except that he/she shall not be placed on any step in the pay range for the new position which results in an increase of more than 10% in the employee's biweekly or hourly rate unless required to place the employee at least at the minimum of the new rate range. Following promotion, merit salary increases will normally be made on the anniversary date of the promotion.

Section 5: No employee shall repeatedly or for an extended period be detailed or required by his superiors to perform duties of a higher level of skill or responsibility than those included in the description of their regular position in the classification plan without reasonable provision for additional compensation to the employee, except as provided below. Such duty is hereinafter referred to as "higher work assignment" and such additional compensation shall be paid for the period of such "higher work assignment" at a rate not less than 5% higher than the employee's current rate in their regular position. Notwithstanding the foregoing, however:

(a) Additional compensation shall not be paid for any "higher work assignment" that, with the consent of the employee, is included as part of an apprenticeship or on-the-job training program administered under regular supervision and designed specifically to prepare the employee for possible advancement.

(b) If operating conditions so required, an employee may be detailed to an occasional "higher working assignment" of less than one normal work day's duration without additional compensation but they may refuse to accept more than one such "higher working assignment" in any calendar month without additional compensation for the period of the assignment.

Section 6: Effective July 1, 2007, on the employee's anniversary date of employment after five (5) years of consecutive and continuous full-time (excluding part-time) Town service, and on their yearly anniversaries thereafter, they will be awarded a lump sum according to the following table. Such lump sum will be given to the employee on a regular payroll date nearest to the employee's anniversary date of employment, and will be subject to payroll deductions. For the purpose of this Section, if the employee leaves the Town service for any reason prior to their anniversary date of employment of this lump sum payment, they shall forfeit such payment.

On completion:

<u>5 to 9 years</u>	<u>10 to 14 yrs.</u>	<u>15 yrs. to 20yrs .</u>	<u>21+ Years</u>
\$175	\$300	\$450	\$600

Section 7: A Staff Assistant working in the Police Records Division performing the payroll function, in addition to his/her other duties, will receive a stipend of ten (10) dollars per day. One Staff Assistant will be assigned payroll duties typically for a 12 week period. Only the Staff Assistant assigned to payroll duties will receive the stipend.

Section 8: Effective March 7, 2008, and upon receipt of transcripts members of this bargaining unit shall receive additional compensation for educational attainments in accordance with the following schedule:

(a) For satisfactory completion at an accredited college or university of an Associates Degree \$480 annually, (\$40 per month).

(b) For satisfactory completion at an accredited college or university of a Bachelors Degree \$780 annually, (\$65 per month).

Employees shall be eligible for either education incentive defined in paragraph (a) or paragraph (b), not both. Within each category a member may only receive one incentive regardless of the number of degrees possessed.

Employees shall provide certified transcripts to the Employee Services Department prior to determination of eligibility for this benefit. Educational incentive commences following receipt of certified transcripts.

ARTICLE X

HOURS OF WORK AND OVERTIME

Section 1: Unless otherwise specified herein, the basic work week for full-time employees who are in the bargaining unit shall consist of 35 hours.

Section 2: All work in excess of hours in the basic workweek shall constitute overtime.

Section 3: Work Schedule: For all Library personnel, the work schedule shall consist of five (5) workdays during the service week and two (2) days off, one of which shall be Sunday; provided that if the Town makes a decision to keep the Library open to the public seven (7) days a week, the Town shall provide the Union with written notice of such decision at least thirty (30) days prior to implementation thereof, and the parties shall meet to renegotiate the provisions of this sentence. For all other personnel in the bargaining unit, the work schedule shall consist of five (5) consecutive workdays during the service week and two (2) days off, at least one of which shall be either Saturday or Sunday; provided that work schedules shall be rotated every four (4) weeks in departments where more than one work schedule exists.

Section 4: Distribution of Overtime: The Town shall have the right to require overtime work in a manner most advantageous to the Town, but every effort shall be made to keep overtime at a minimum consistent with the demands of the public service. Generally, overtime work, when required, shall be offered to and distributed as equally as practicable among employees within the organizational unit whose position classifications call for such work as is required. When such overtime work is related to a specific job assignment to which a particular employee has been detailed over a period of time, however, or for which, in the opinion of the Division or Department Head, a particular employee is particularly well qualified, nothing herein shall be construed as preventing the detailing of such particular employee to a specific overtime work assignment, regardless of other considerations. In any event, the opportunity for overtime work shall be offered to all employees in the organizational unit whose position classification calls for such work as is required before it is offered to any other employee. If an employee is scheduled for overtime work and he or she does not avail himself or herself of the opportunity to work overtime, it shall be so noted, and the hours for the purpose of determining equal distribution of overtime shall be considered as worked by such employee. If all persons in the same classification refuse to work overtime, the Town may require employees to work overtime, starting with the least senior person.

Section 5: Compensation for Overtime: Employees shall be compensated for overtime work at the following rates, payable for the pay period in which the overtime was incurred, so that the next immediate succeeding pay check includes such compensation:

(a) at "straight time," or regular rate of pay, for up to four (4) hours worked in excess of their basic workweek for employees whose basic workweek schedule is thirty-five (35) hours.

(b) at one and one-half their regular rate of pay for any time worked that is:

1. more than four (4) hours in excess of their basic workweek, or
2. performed by employees in excess of forty (40) hours, or
3. performed on any day observed as a holiday in accordance with Article 5 or
4. performed on any other day not included in their work schedule.

(c) Overtime may be compensated (by agreement between the employee and supervisor) by compensatory time off, computed in the same manner as financial compensation would otherwise have been computed. Such compensatory time off shall be taken during the same period in which the work is performed. Except as required by law, no payment for unused compensatory time shall be made upon termination of employment for any reason and compensatory time may not be used as terminal leave.

Section 6: Computation of Overtime: For the purpose of computing overtime hours in excess of the basic workweek, hours paid for but not worked on holidays or any other approved leave with pay shall be counted as hours worked.

Section 7: Compensation for Holidays: Subject to the provisions of Articles V and XIV, every employee shall receive a full day's pay for each holiday observed by the Town, consisting of their regular rate of pay for one-fifth (1/5) of their basic work week. Work performed on an actual holiday, determined without reference to Article V, Section 2(a) and (b), shall be compensated at two (2) times the employee's regular rate of pay.

Section 8: An employee called in for emergency work, as determined by the Town, shall be paid at one and one-half (1-1/2) times their regular rate of pay for actual hours worked, but not less than the equivalent for four (4) hours of their regular hourly rate of pay.

Section 9: An employee shall be deemed to have been "called in" only when they are notified, after finishing their preceding regular shift, of work to be done. If they receive such notice before finishing their shift, they shall be deemed to have worked continuously, for purposes of this Section. Only hours between their regular quitting time and two (2) hours before their next day's starting time are subject to the call-in provision during the regular work week.

Section 10: Once an employee has been called in, they shall be considered to be available for work for the next four (4) hours; and if they are called back to work more than once within such four (4) hour period, they shall not be entitled to a second four (4) hour straight-time minimum. However, if the second call-in extends beyond the end of the original four (4) hour period, all work thereafter shall be compensated at time and one-half.

Section 11: Overtime records: A record of overtime shall be kept in the department, or division, and shall be made available to inspection by employees and the Union.

Section 12: An employee who is requested or required to attend and participate in a meeting or public hearing or to conduct other Town business away from the office after scheduled work hours shall be paid not less than the equivalent of three (3) hours at his regular hourly rate of pay.

Section 13: The Payroll Specialist position will work 75 hours bi-weekly. The Payroll Specialist will normally work 40 hours per week during a payroll preparation week, and 35 hours during a non-payroll preparation week.

ARTICLE XI

EXISTING RULES AND PRACTICES

Section 1: The Town agrees to provide bulletin boards at the various buildings in Town where employees of this Unit work and to permit the Union to utilize them for posting of notices concerning Union business and activities. Permission is also granted to utilize the internal mail system to send notices and communication addressed to various members.

Section 2: The Town shall also utilize the boards for posting any matter generally related to wages, hours, or conditions of employment; and supervisors shall be instructed to post such matter.

Section 3: Except as specifically abridged, modified by or in conflict with express provisions of this agreement, Chapter XIII, Consolidated of Codified Ordinances of the Town of West Hartford, entitled "Personnel Rules," shall continue in effect as amended from time to time.

Section 4: No rule, regulation, or work practice approved by the Division Managers and Department Heads shall be changed or adopted during the term of this Agreement without prior consultation with the Union concerning the content of such proposed change or adoption. In the event disagreements are not resolved by such consultation, and such change or adoption takes place, the rule, regulation or work practice in question may be challenged through the grievance procedure with regard to whether or not it is a reasonable one.

Section 5: If any Article or Section of this contract is declared invalid by a competent court or by any State Labor Department ruling, for any reason, such declaration of invalidity shall not affect the other articles or sections or portions thereof which shall be held valid and in continued force.

Section 6:

(a) Any employee who believes his/her position is not properly classified, may request the Personnel Director to review such position. After receipt of the job analysis questionnaire, the Personnel Director or his or her designated representative shall conduct a study of the individual's position and shall render their decision in writing to the employee, Union and the Department head within 120 days of receipt of the job analysis questionnaire. If the employee is not satisfied with the decision of the Personnel Director, he or she may submit an appeal to the Personnel Board within ten (10) days thereafter. Said Board shall hear and act on such dispute in accordance with its rules of procedure and render a decision within sixty (60) days of the date of the receipt of such appeal which shall be final and binding on all parties unless a request for

arbitration is made by the Union or the Town within ten (10) calendar days of the receipt of the Board's decision.

The appealing party shall file notice of appeal with the American Arbitration Association, with all costs borne equally by the Town and the Union. The AAA shall act on such request in accordance with its rules and regulations. The decision of the arbitrator shall be final and binding on both parties.

(b) The Time limits specified above may be extended by written agreement of the parties.

(c) If an employee's position is reallocated to a higher class, such employee's merit increment date will remain unchanged. Such action will be treated as a promotion for the purpose of determining the pay rate of the employee involved. If an employee's position is reallocated to a lower class, such action shall be treated as a demotion for purposes of determining the pay rate of the employee involved, provided that if the maximum rate of pay for the employee's new class is lower than the employee's existing rate of pay, such employee shall continue to receive their existing rate as long as they remain in such position, until such time as the maximum rate for the employee's new class equals or exceeds the employee's existing rate.

(d) This section shall not apply to cases where there is more than one employee or position occupying the classification in question, unless the claim is that a single employee's work is sufficiently distinct from that of other employees who justify reallocation of his or her position to a new or different classification. Claims affecting more than a single employee or position shall be reserved to general contract negotiations or wage reopeners.

Section 7: The Town agrees to reproduce sufficient copies of this contract and to provide a copy to the Union offices and to each Department Head and Division Manager and other administrators, by whatever title, whose functions are substantially managerial.

Section 8: The Town shall furnish the Union announcements of promotional position vacancies. In addition, the Town shall inform the Union of any new hires or terminations among full-time or part-time permanent employees in the bargaining unit.

Section 9: Mileage reimbursement for employees who use their private automobiles for business purposes shall be in accordance with Town policy as established by the Town Manager.

Section 10:

(a) The Town shall furnish each employee at least once a year with a statement of the earned sick days to his credit, and net accrued vacation days.

(b) The Town shall furnish each employee with a copy of each Personnel Action Form pertaining to his personnel record including such actions as are signed by management, without the employee's own signature.

Section 11: The Town shall promptly furnish the Union with copies of all duly authorized new and revised specifications concerning classifications within the bargaining unit.

Section 12: When death occurs in an employee's immediate family, funeral leave with pay shall be granted in accordance with the following schedule:

- 5 days leave for employee's mother, father, spouse, civil union spouse, child, sister, brother, domestic partner;
- 5 days leave for spouse's or civil union's spouse's mother, father, children;
- 3 days leave for employee's grandparent, grandchild; or any other relative whether by birth, civil union or marriage actually domiciled within the household of the employee or to whose support the employee contributed a majority share.
- 3 days leave for spouse's or civil union spouse's sister, brother, grandparent, grandchild;
- 1 day leave for employee's aunt, uncle

Exceptions to this provision will be referred to the Personnel Director. Documentation of need and priority may be required at the discretion of the Director. Domestic Partner is not considered as the spouse for the purposes of this provision, however a civil union spouse is considered a spouse.

Section 13: Employees shall be granted leave with pay for the following reasons and subject to the following restrictions: (1) Jury duty. (2) Any other required appearance before a court or public body except where the employee is a litigant. (3) Participation in short term military training in Federal Reserve or National Guard, in short term military training in Federal Reserve or National Guard, not to exceed two weeks in any calendar year. (4) Participation in conferences or official meetings which enhance the employee's value to the Town and approved by the appointing authority. (5) Participation in education or training courses which enhance the employee's value to the Town and approved by the appointing authority. In case the employee receives any pay or remuneration, such as a fee for jury duty or military pay, or a scholarship or fellowship, their Town salary shall be reduced by the amount for the duration of the leave.

Section 14: Employees shall be granted leave without pay for the duration of military service and shall be returned to their original position or to one similar in pay and duties upon their separation from such military service provided they return to the Town service within ninety (90) days of their separation from the military service or from hospitalization arising from such service.

Section 15: Employees may be granted other leave without pay at the discretion of the Director with the concurrence of the Personnel Director when, in his opinion, the Town service would benefit from such leave. Such approval shall be granted only after consideration of the needs of the Town service, the service record of the employee, and the relevancy of the request to the needs of the Town.

Section 16:

- a. Both parties agree to continue their policies of not discriminating against any employee on the basis of race, creed, color, national origin, religion, age, sex, marital status or physical disability, or membership or lawfully protected activities in behalf of the Union.

- b. The parties agree to continue their policies of not discriminating against any employee on the basis of any State or Federal statutorily protected class. Masculine or feminine pronouns used throughout this agreement are intended to refer to individuals of either sex.
- c. The town agrees to abide by applicable provisions by the State of Connecticut Civil Union statutes.

Section 17:

- (a) The Town shall provide adequate Workers' Compensation Insurance and shall supplement the Workers' Compensation payments of the insurance company so that the employee will receive full pay during this absence, provided that such supplementary benefits shall end one (1) year from the date on which the injuries were sustained.
- (b) Effective upon execution of this collective bargaining agreement the supplement referred to in Section 17(a) shall be calculated so that the net take-home amount the employee receives while on workers' compensation shall not be more than they would have otherwise received if they were not on workers' compensation.
- (c) Should an employee recover from a third party damages for an illness or injury including death, compensable pursuant to C.G.S. Chapter 568, the employee agrees to reimburse the Town for the supplemental wage payments paid to them up to the limit of such recovery, in the same manner that workers' compensation payments are reimbursed under applicable law.

Section 18: The Town may employ temporary or seasonal employees provided no members of this bargaining unit who are qualified to perform the work involved are on layoff at the time.

Section 19:

- (a) The Town shall make every reasonable effort to make repairs or to adjust unsafe or unhealthy working conditions as soon as possible after such conditions are reported.
- (b) Employees shall perform their duties in a safe manner and shall comply with the Town's safety rules and accident prevention measures. Unsafe conditions shall be reported to the Town promptly.
- (c) Complaints regarding safety concerns shall be handled internally through the contractual grievance procedure, but individual employees may not appeal such grievances to Step 3 or Step 4 of the grievance procedure except through the Union as their representative.
- (d) Effective with the 1991 - 1994 union contract, the Town will establish a unit-wide Health & Safety Committee to discuss concerns of the bargaining unit.

Section 20: In the event that an employee who is assigned to work on a VDT becomes pregnant, the Town shall upon her request give fair consideration to temporary transfer or reassignment of the employee or her work in order to minimize or eliminate VDT exposure. Factors to be considered include the wishes of the employee, the disruption of the operation, the frequency and duration of VDT exposure, and available medical opinions.

Section 21: The Town shall provide an employee full financial assistance for required educational courses and training programs which are job related and designed to improve the employee's chances for promotion. For courses which are voluntary, reimbursement shall be provided at the Town's discretion. In exercising that discretion, the Town may establish a committee of management members to review requests, and may adopt reasonable restrictions on reimbursement in order to ensure that available funds are distributed equitably.

In order to be reimbursed the employee must complete the course with a passing grade of at least C. Total reimbursement will be 70% of costs for a grade of C or above, 80% of costs for a grade of B or above and 90% of costs for a grade of A or above. One-quarter of total reimbursement shall be paid upon completion with a satisfactory grade, and the remainder will be reimbursed at the rate of \$100 per month thereafter.

Section 22: Any employee may request a leave of absence without pay, which may be granted or denied by the Department Head after consultation with the Director of Employee Services. If such leave is granted, the employee and dependents shall remain enrolled in the Town's medical insurance plans, with the Town paying the cost of coverage for the month in which the leave commences plus one (1) additional month (six months in the case of leave without pay for medical reasons, as verified by a physician's certification), and the employee paying the cost of such coverage thereafter. The employee shall not accrue vacation leave, sick leave, pension credits or other benefits during a leave without pay, but upon the employee's return, such benefits will be reinstated at the same level they existed when the leave began. If the employee allows the coverage to lapse, the Town will assure that upon return to active employment, the coverage will resume immediately without a waiting period. The employee shall not accrue vacation or sick leave for any calendar month during which he/she is not actively employed for at least half the scheduled number of working days. Employees shall not be paid for holidays or other paid leave while on leave without pay. Administration of other benefits shall be in accordance with applicable provisions of the Personnel Rules and the Pension Plan.

Section 23: Effective March 7, 2008, employees shall be required to have their payroll checks deposited directly. Direct deposit of payroll checks shall be a condition of continued employment. Employees with on-line access shall receive their payroll related documents using the on-line direct deposit system.

ARTICLE XII

UNION BUSINESS LEAVE

Section 1: Wages are payable to not more than four (4) employees for the time spent in negotiations during normal working hours, but not after such hours. Wages shall not be payable to more than one employee in any one department at any one time.

Section 2: Special leave of absence with pay will be granted under the following conditions to authorized Union Representatives for attendance at conferences, institutes, or seminars sponsored or endorsed by the Union:

(a) Written request for such leave shall be submitted by the Union to the Department Head at least ten (10) calendar days prior to the first day of such requested leave.

(b) Not more than an aggregate total of ten (10) days of leave from scheduled duty shall be granted annually with pay under this Section. Leave without pay aggregating an additional fifteen (15) days may be granted annually by the Department Head for other Union business.

(c) The Department Head may deny a request for either paid or unpaid leave submitted under the section if, in their opinion, the absence from duty of the employee during the period of requested leave would be seriously detrimental to the best interests of the department because of operating requirements. When such leave is for a longer period than one (1) day, the Department Head may deny leave to any more than two (2) employees who would otherwise be on scheduled duty during any part of the proposed period of leave.

(d) The Department Head, within three (3) calendar days after submission of a request for leave under this Section, shall grant or deny the request in writing to the Union. In granting any such request, he may require that the employee, upon return to duty, furnish evidence of his/her attendance at the conference, institute or seminar for which the leave was granted.

(e) It is recognized that an employee who is granted leave with pay under this Section is granted such leave in his capacity as a representative of the Union, as distinguished from his service as an employee of the Town; therefore, it is agreed that during the period of such leave, the Town shall have no greater legal or other obligation to such employee than it would have to any employee absent from duty on authorized leave without pay.

ARTICLE XIII

SENIORITY, JOB SECURITY AND LAYOFFS

Section 1: Seniority shall be defined as an employee's length of service in the bargaining unit since their most recent date of hire. Probationary employees shall have no seniority during the period of their probations, but at the expiration of such period they shall immediately accrue seniority from their date of hire.

Section 2: In the event of layoffs within a particular classification, employees in that classification shall be laid off in reverse order of seniority. In lieu of layoff, an affected employee may elect to displace any less senior employee in the bargaining unit in any lower job classification within the same occupational series (as defined in Appendix A), provided he or she is qualified. Such replaced employee may exercise the same right. For the purposes of this Section only, Union stewards, not to exceed four (4), shall be treated as the most senior employees in their classification or in any classification into which they are placed as a result of this Section.

Section 3: Employees on layoff shall retain recall rights for a period equal to their length of continuous service, up to a maximum of two (2) years from the date of layoff. Recall shall be in order of seniority. An employee who is recalled shall be so notified by certified mail, return receipt requested, and shall be expected to report for duty not more than five (5) days after receipt of such notification. Time limit may be waived by agreement of the parties for good cause. Employees recalled to any classification shall return to the same status they held on the date of layoff in terms of pay rate within classification, vacation and sick leave accumulation, if any, seniority, and all other benefits (including pension, to the extent permitted by ordinance). However, no seniority, leave time, or other benefits shall accrue during the period of layoff. Employees shall have recall rights to any classification to which they had displacement rights under Section 2, as well as to their former classification.

Employees who accept recall to a lower classification shall retain recall rights to their former classification for the balance of their recall period.

Section 4: Seniority shall be broken only by the following events: discharge for cause; retirement; resignation; layoff for more than the applicable recall period; failure to report for duty within five (5) days after notification of recall (unless waived in accordance with preceding Section). Seniority accumulation shall be suspended (but not broken) during layoff or during long term leave of absence without pay (more than thirty (30) days).

Section 5: Every permanent full-time classified or unclassified employee in the bargaining unit whose services are terminated as a result of the elimination of his position is entitled to any unused vacation leave accrual and in addition, severance pay. Such termination which is outside of the employee's control will not reflect any discredit on the service of the employee. The employee is eligible to receive severance pay as follows:

<u>LENGTH OF SERVICE</u>	<u>NUMBER OF BASIC WORK WEEKS OF PAY</u>
3 to 5 years inclusive	2
Over 5 to 10 years inclusive	3
Over 10 to 20 years inclusive	4
Over 20 years or more	5

Employees must have a minimum of three (3) calendar years of continuous Town service in order to be eligible for severance pay. A week's pay will be determined by the employee's basic work week and excludes overtime earnings.

Section 6: Except as otherwise specifically set forth in this Article, the term "layoff" means involuntary separation from employment because of lack of work, lack of funds, elimination of position, or other legitimate reasons. The term "layoff" shall not include demotion, nor cases where an employee is promoted but does not successfully complete the probationary period for the classification. Such an employee shall be returned to a position in their former classification, if at any time during the probationary period the Town determines they are not qualified for the new classification.

Section 7: The present ordinance on personnel rules shall apply except as modified by this contract. Ordinance Paragraph 13.3.25(d) (2) ("Emergency Appointments") shall be changed so that appointments shall automatically end in thirty (30) days, except that if the emergency continues, the appointment may be extended to a total of 120 days; and furthermore, no individual may be given more than a total of two 120-day appointments to the same position in any fiscal year.

Section 8: The Town shall maintain a current list of employees in the bargaining unit. The Town agrees to furnish the Union with the current list of employees, their classification, date they obtained regular status, and their pay rates. This list to be furnished at least twice a year; once between December 1st and December 29th of each year; and once between July 15th and July 30th of each year. The Town will also furnish the union with a list of regular part-timers in the bargaining unit.

Section 9: For the duration of the 2007-2012 collective bargaining contract, the parties agree to the following:

A. As a result of the Employer contracting out to a private source or reassigning to the Board of Education any of this bargaining unit's present work or services, no bargaining unit employee

shall be demoted, have his/her work week reduced below normal hours, be laid off, or suffer any loss in wage rate, as a result of this contracting out or reassigning to the Board of Education;

B. Not as an attempt to shift work out of the bargaining unit but rather to have others support this bargaining unit to finish a task in a given time, the parties agree that:

1. The employer may use supervisors and employees from other bargaining units to temporarily supplement and support the work of this bargaining unit provided the use of said supervisors or employees from other Town bargaining units does not result in the reduction in standard work hours, lay off, demotion, or loss of wage rate for members of this bargaining unit; and

2. the Town may use members of this bargaining unit to temporarily supplement and support the work of their own and other bargaining units provided that so doing does not result in the demotion, reduction in standard work hours, layoff, or loss of wage rate for members of this bargaining unit.

ARTICLE XIV

MISCELLANEOUS

Section 1: The parties acknowledge and agree that the following memoranda of understanding remain in full force and effect:

- a. Agreement of 11/18/86 regarding retiree health insurance benefits for individuals hired prior to July 1, 1986.
- b. Agreements of 11/18/86 relating to Pension Plan.
- c. Agreement of 11/18/86 regarding Health Care Cost Containment
- d. Agreement of 2/16/95 regarding Family and Medical Leave Act
- e. Agreement of 2/16/95 regarding Flexible Work Schedule Policy

ARTICLE XV

DURATION

Section 1: This Agreement contains the full agreement between the parties on all negotiable issues, and neither party shall be required during the term hereof to negotiate upon any issue, whether covered or not covered herein, during the term hereof.

Section 2: This Contract shall be in full force and effect from July 1, 2007 to June 30, 2012, and shall continue in effect thereafter, unless amended or modified in the manner prescribed below, or terminated in accordance with the law. Wage increases and other changes which bear an effective date prior to the execution of this agreement shall be implemented retroactive to the date indicated. All other changes shall be implemented as soon as possible after the execution of this agreement.

Section 3: Between the first day of January and the first day of February, 2012, either party may notify the other that it wishes to amend or modify the contract as of July 1, 2012. Within thirty (30) days of such notification, the party receiving such notification shall meet with the other party to discuss the proposed amendments or modifications.

In witness whereof the parties hereto have set their hands on this 7th day of March, 2008.

TOWN OF WEST HARTFORD

By James Francis
Town Manager

Patricia Brosnansky
Witness

John M. McIntire
Witness

SEIU, LOCAL 2001, CSEA

By Greg W. Ward
Staff Representative

Karen C. Lee
Witness

Orion A. Shook
Witness

Pat Standish

APPENDIX A

Listing of Occupational Series for Application of Article XII, Section 2

1. Executive Assistant
Administrative Assistant
2. Senior Staff Assistant
Staff Assistant
Communications Assistant
Office Assistant
Staff Assistant Trainee
3. Information Processing Assistant
Data Entry Operator
4. Assistant Police Records Supervisor
5. Library Specialist
Library Assistant
6. Deputy Collector of Revenue
Payroll Specialist
Delinquent Tax Collector
Accounting Specialist
Revenue Service Representative
Accounting Assistant
7. Assistant Town Clerk
8. Graphic Publicist
9. Housing Specialist
10. Customer Service Representative
11. Administrative Assessment Technician

Employees in positions listed in the categories 1, 4, and 7 may exercise displacement rights to positions listed in category 2 as well as other positions (if any) listed in their own category.

Employees in the positions listed in categories 3, 5, 6, 8, 9, 10, and 11 may exercise displacement rights only to other positions listed in their own category (if any).

APPENDIX B

AGREEMENT

This agreement is made by and between the Town of West Hartford ("Town"), SEIU Local 531 ("Union"), and each and every person employed by the Town on July 1, 1986 in a position included in the Clerical Unit represented by SEIU Local 531, as set forth in Schedule A ("Covered Employees").

WHEREAS the Town and SEIU Local 531 have negotiated and agreed upon conditions for coverage of retirees and dependents under the Town's health insurance plan, which conditions are different for individuals hired before and after July 1, 1986, and

WHEREAS the Town and SEIU Local 531 wish to guarantee individuals hired before July 1, 1986 that their retiree health insurance benefits will not change,

NOW THEREFORE the parties agree as follows:

- (1) The retiree health insurance provisions of the 1986-1988 collective bargaining agreement between the Town and SEIU Local 531, as set forth in Schedule B, are incorporated herein by reference.
- (2) Such retiree health insurance provisions will remain in full force and effect for all covered employees listed in Schedule A, and will be binding on the Town with respect to such covered Employees, for as long as they live, regardless of whether or not the corresponding provisions of the applicable collective bargaining agreement remain in effect.
- (3) This agreement shall be enforceable by any or all of the Covered Employees listed in Schedule A in any court of competent jurisdiction. In the event the Town fails to comply with this agreement, the Town shall pay the costs and attorney's fees of the prevailing plaintiff(s), in addition to any other legal or equitable relief which the court may order.
- (4) The Town agrees to indemnify and hold harmless SEIU Local 531 in the event of claim by any of the covered Employees listed in Schedule A, asserting either (a) the deprivation of the rights of Covered Employees by reason of agreement to the terms contained in Article VIII Section 8 of the 1986-88 collective bargaining agreement, or (b) an action by any or all of such Covered Employees to prevent or remedy any breach of this agreement by the Town. The Union agrees to use reasonable efforts to dissuade Covered Employees from initiating frivolous actions to enforce this agreement.

IN WITNESS WHEREOF the Town Manager, having been duly authorized by the Town Council, the Union President, acting on the basis of a ratification vote constituting authorization by the membership of the Union, and the covered Employees, have all affixed their signatures on the dates indicated below.

TOWN OF WEST HARTFORD

LOCAL 531, SEIU, AFL-CIO

By /s/ Barry Feldman
Town Manager

By /s/ Harold Alpert
President

Date 11/18/86

Date 11/18/86

COVERED EMPLOYEES

Note: See file for other signing employees.

APPENDIX C

TOWN OF WEST HARTFORD and SEIU LOCAL 531

Agreements Relating to Pension Plan

In conjunction with the negotiations during 1985 and 1986 leading to new collective bargaining agreements with the various units of Town employees represented by Local 531, the parties have reached certain understandings regarding pension provisions which apply to all Local 531 bargaining units. Although these understandings are not appropriate for inclusion in the Pension Plan itself, they are binding on the Town and the Union.

1. The Union does not object to the amendments to the Plan currently under consideration by the Town Council, relating to eligibility requirements for entry into the Plan. However, the Union reserves the right to challenge such amendments if they are determined not to comply with applicable age discrimination requirements, and assumes no responsibility or liability if such a determination is made.
2. The Town agrees to change its administrative procedures so that upon termination of an employee who is vested in the Pension Plan, in the absence of an election, the employee will be presumed to elect retention of vested rights rather than a return of contributions.
3. The Town will explore the possibility of providing annual pension benefit statements within the limits of available funds.
4. Upon the expiration of the current term of the employee appointee to the Pension Board in 1988, the Town will appoint a member of one of the Local 531 bargaining units, such individual to be selected by the Town from a list of five (5) SEIU bargaining unit members submitted by the Union.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to affix their signatures this 18th day of November, 1986.

TOWN OF WEST HARTFORD LOCAL 531, S.E.I.U., AFL-CIO

BY /s/Barry Feldman
Town Manager

BY /s/ Harold Alpert
President

Witness

Witness

APPENDIX D

TOWN OF WEST HARTFORD AND SEIU LOCAL 531

Memorandum of Understanding re: Health Care Cost Containment

The Town may choose to provide for the administration of employee health benefits under a "cost-containment" program by any provider who has filed with and been approved by the Connecticut State Department of Insurance to provide such services. Such a program may include any of the following classifications and definitions of services, provided that implementation or elimination of any such service is thoroughly communicated to all employees not less than 60 days prior to the effective date of implementation or elimination. Once implemented, the Town may eliminate any such service at its sole discretion provided it gives employees the notice required above and further provided it restores the full contractual benefit that the eliminated service(s) affected. Any service implemented must be within the parameters listed below for each service.

A. Pre-Admission Certification (non-emergency)

The Process is as follows:

1. The employee/dependent will telephone the provider using a toll free 800 number prior to any non-emergency admission. The call will be made as soon as the date of admission is known to the patient.
2. The attending physician will submit information to the provider delineating the indications for admission. If the planned date of admission is within seven days of the attending physician's decision to admit the patient, the physician will contact the provider via telephone using the toll free 800 number. For all other admissions, the attending physician/provider contact will be conducted via the mail using an approved review form.
3. These indications will be screened by a provider nurse according to criteria developed by physicians to determine if the admission is medically necessary.
4. For cases which meet the criteria, the provider nurse will approve the admission.
5. Any proposed admission not meeting the criteria will be referred to a provider physician reviewer. He will discuss the case with the attending physician and a determination will be made to approve or disapprove the case.
6. The patient, the attending physician and the hospital will be notified in writing about the outcome of the review. If the case is reviewed within five days prior to the admission date, they will be notified by telephone followed by written communication.

7. When a case is disapproved, the insurance carrier will receive a copy of this written communication.
8. If the employee/dependent decides to go ahead with a disapproved hospitalization, the Town insurance will pay only 80% of what it would have paid for an approved hospitalization, the employee/dependent will be liable for the remaining 20%, not to exceed \$1,000.
9. The provider of this service will offer a patient awareness/education service which will involve discussing with the employee/dependent the alternatives to hospitalization which may be available. This will occur when the provider physician reviewer determines that the recommended treatment can be provided without hospitalizing the patient.
10. There will be an appeal process where hospitalization is denied. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the provider physician reviewer and a third physician agreed upon by the above designated physicians but who is not affiliated with either and is Board certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

B. Concurrent Review

1. The employee/dependent/or family member will notify the provider of the hospitalization within 48 hours of admission using a toll free 800 number.
2. The provider nurse will communicate via telephone with the attending physician regarding the indications for admission and the projected length of stay required for hospitalization. This information is screened against physician developed criteria.
3. Where the case meets the criteria, the provider nurse will approve the admission and assign the projected length of stay. This assignment will initiate a follow-up review to assess patient progress and the necessity for continued hospitalization.
4. Where the case does not meet criteria, the provider nurse will refer the case to a provider physician reviewer. He or she will discuss the case with the attending physician and make a determination to approve or disapprove the case. The physician reviewer will inform the attending physician of his decision during their telephone conversation.

If the case is approved, a length of stay will be assigned. If the case is disapproved, a letter will be sent to the patient, the attending physician, the hospital, and the insurance carrier. At the same time, the provider nurse will inform the patient and the hospital by telephone.

5. If the case is disapproved, the Town insurance will pay 100% of the hospital cost up to 24 hours after notification to the employee/dependent that the case has been disapproved. After 24 hours of notification of disapproval, the Town insurance will pay 80% of the hospital cost and the employee/dependent will be responsible for the remaining 20%, not to exceed \$1,000.

6. There will be an appeal process for disapproved cases. This appeal will utilize a tripartite panel consisting of the patient's attending physician, the provider physician reviewer and a third physician agreed upon by the above designated physicians but who is not affiliated with either and is Board certified in the specialty involved. The Town will bear the full cost of the appeal procedure.

C. Discharge Planning

This process involves the provider nurse discussing with the patient or his family the alternatives available for post discharge care (home care, hospice, etc.) when it has been determined by the attending physician that the patient needs such care.

D. Pre-admission Testing (non-emergency), unless there is a medical reason for the testing to be done while employee/dependent is an in-hospital patient.

E. No Weekend or Early Admissions (non-emergency), unless there is a medical reason for early admission.

F. Home Health Care - In lieu of hospital care with the approval of the attending physician.

G. Mandatory Second Surgical Opinions (non-emergency) - The Second Surgical Opinion program will evaluate the indications for the surgery recommended by the patient's attending physician, and assist the patient to make an informed choice to have or not to have the surgery performed. The choice is solely the employee/ dependent's choice and regardless of the advice of the physician consultant there will be no penalty if the patient decides to have the surgery.

The only penalty in this procedure will be if the patient (non-emergency) does not get a second surgical opinion, in which case the Town insurance will pay only 80% of the reasonable and customary charge for the surgery as opposed to the 100% of reasonable and customary that would have been paid if the patient had gotten a second surgical opinion.

In addition to providing the second opinion at no cost to the employee/dependent, in those cases where the physician consultant does not agree with the attending physician the Town will provide at no cost a third surgical opinion if the patient so requires.

There will be a specified list of elective surgical procedures which will be the only procedures requiring a second surgical opinion. The procedures on that list will be by mutual agreement of the Town and the Union.

The system will be developed to be sensitive to the concerns and anxiety of the patient during this important decision-making process.

1. When the patient's doctor recommends a procedure included on the Second Surgical Opinion List, the patient will make telephone contact with a provider nurse using an 800 toll free number.

2. The nurse will confirm that the procedure is on the list and then provide the patient with the names of three physicians in the involved specialty who have agreed to perform these consultations. The physician consultants will all have agreed not to perform the involved surgical procedure on the patient.
3. The patient will then be sent a form to be completed by the physician he/she chooses for the consultation.
4. The patient will schedule his/her appointment with the physician and telephone the provider nurse with the date.
5. If the physician consultant does not send in the form within 10 days after the scheduled appointment, the provider nurse will telephone his office to confirm that the appointment was kept and remind the physician to return the form.
6. Following the patient's consultation with the doctor, the patient will telephone the provider nurse to inform her about his/her decision to have/not have the surgery performed.

H. Mandated Ambulatory Surgical Serv.(non-emergency)

There will be a specified list of surgical procedures which will be paid 100% of reasonable and customary only if done on the ambulatory basis. The list will be by mutual agreement of the Town and the Union. For procedures on the list which the employee/dependent chooses to have done as an in hospital patient, the Town insurance will pay 80% of reasonable and customary for the surgical procedure; and additionally, only 80% of the hospital bill, the employee/dependent will be responsible for the remaining 20%, not to exceed \$1,000.

The above notwithstanding if the patient's attending physician identifies a medical reason for the procedure to be done with the patient in the hospital. In that case, all costs will be paid in full.

I. Maintenance Drug Program

For those employees/dependents on maintenance drugs, the Town may have arrangements with wholesalers to provide a 6 month supply of drug at a time at wholesale cost to the Town insurer and employee/dependent will accept drug from wholesaler if he wants Town insurance to pay for it. Drugs must be as prescribed by attending physician and generic substitutes can be made only with approval of attending physician.

J. Hold Harmless Clause

If an employee follows the procedures he will not be subject to any of the penalty provisions.

IN WITNESS WHEREOF the parties have caused their authorized representatives to affix their signatures this 18th day of November, 1986.

TOWN OF WEST HARTFORD

LOCAL 531, SEIU, AFL-CIO

BY /s/ Barry Feldman
Town Manager

BY /s/ Harold Alpert
President

/s/ Stephen Novak
Witness

/s/ Mickey Busca
Witness

Witness

Witness

APPENDIX E

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 760,
CLERICAL UNIT**

The Town of West Hartford and SEIU, Local 760, Clerical Unit, agree and acknowledge that all previous written including, but not limited to, memoranda of understanding entered into by the Town of West Hartford and SEIU, Local 531, Clerical Unit, unless superceded or expired, shall remain in full force and effect between the Town of West Hartford and SEIU, Local 760.

Town of West Hartford

SEIU, Local 760,
Clerical

BY /s/ James Francis
Director of Finance and Employee Services

BY /s/ George Gould
Staff Representative

BY /s/ Nelson M. Petrone
Witness

BY /s/ Karen C. Rice
Witness

APPENDIX F

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 760,
CLERICAL UNIT**

The Town of West Hartford and SEIU, Local 760, Clerical Unit, have met to discuss changes in the Town of West Hartford Employee Benefit Plan regarding health insurance benefits. The parties have agreed that effective July 1, 2003, the in-network co-pay for office visits shall be increased from \$10 to \$15 per visit.

This Memorandum of Understanding is entered into this 3rd day of March, 2004.

Town of West Hartford

SEIU, Local 760,
Clerical

BY /s/ James Francis
Director of Finance and Employee Services

BY /s/ George Gould
Staff Representative

BY /s/ Nelson M. Petrone
Witness

BY /s/ Karen C. Rice
Witness

APPENDIX G

MEMORANDUM OF UNDERSTANDING

This agreement is between the Town of West Hartford (the "Town") and SEIU, Local 760 Clerical Unit (the "Union") and amends, but does not change, the Settlement Agreement between the parties dated November 29, 1994 specifically as it relates to paragraph 2 of that agreement and the employee, Judi Grenier, who was offered and placed in a part time position beginning July 1, 1995.

The parties agree that the Town shall extend all of the provisions of paragraph 2 established in the November 29, 1994 agreement for Judi Grenier, with the sole exception that effective July 1, 2003, and each year thereafter she will be eligible for the negotiated general wage increase. Additionally, Judi Grenier and any position she is assigned shall be included as part of Article XIII and Appendix A of the collective bargaining agreement.

All other provisions of the November 29, 1994 settlement agreement remain in full force and effect.

In no way should any provision of this Agreement suggest any real or implied guarantee of employment by the Town of West Hartford for these or any employee. All provisions of this Agreement are contingent upon the necessary legislative budget approval as required for any full or part time position and subject to sufficient appropriation.

It is agreed that this Agreement shall not be used in any other proceeding, except to enforce its provisions, and shall not create any precedent or practice on the part of the Town of West Hartford.

For the Town of West Hartford:

For SEIU, Local 760, Clerical Unit

BY /s/ James Francis
Director of Finance and Employee Services

BY /s/ George Gould
Staff Representative

3/3/04
Date

3/3/04
Date

BY /s/ Karen C. Rice
Witness

3/3/04

APPENDIX H

MEMORANDUM OF UNDERSTANDING DOMESTIC PARTNER HEALTH BENEFIT COVERAGE

Clerical Bargaining Unit

It is agreed between the parties that the current Town health plan for this bargaining unit will be amended to allow eligible employees to extend the group benefits coverage to domestic partners. Dependents of the domestic partner are not eligible for medical benefits coverage except as they qualify as a dependent of the employee. The plan will define a “domestic partner” as an individual who is (1) living in an exclusive committed relationship with the employee for at least three years prior to the commencement of the coverage; (2) jointly financially responsible with the eligible employee for their common welfare and living expenses; (3) neither married to anyone else, legally separated from anyone else, nor the domestic partner of anyone else; (4) not related by blood; and (5) over the age of 18; and (6) are living together in the same residence and intend to do so indefinitely. The Town shall have the sole and absolute discretion with regards to accepting a domestic partner as a covered participant in the Town health and prescription drug plans.

Required evidence for domestic partner participation may include:

- joint checking and savings accounts; and
- either joint ownership of home(s) or a jointly signed lease; and
- a will designating the partner as beneficiary; and
- designated primary beneficiary on life insurance policies; and
- evidence of joint responsibility for vehicles, other personal property, or debts.

Any change in the status of the aforementioned eligibility evidence from the time of acceptance shall make the domestic partner ineligible for Plan participation.

It is understood that the taxability of benefits provided shall be in accordance with IRS regulations and it is further understood that medical expenses or premiums paid by an employer for a domestic partner will be included in the gross income of an employee as compensation for services. This shall not be used for any other purpose and specifically shall be excluded from determination of pension benefits.

It is understood that the employee shall sign an affidavit attesting to his/her eligibility to enroll his/her domestic partner. This affidavit shall also bind the employee to accepting the taxability of such domestic partner benefits as determined by the IRS.

It is understood that if, for any reason, this relationship is not continued, or the employee is no longer eligible to receive a health benefit, the domestic partner shall not have any rights to continue health coverage under COBRA or any other means. The employee shall notify the Employee Services department as to any changes in domestic partner status within thirty (30) days of such change.

FOR THE TOWN:

BY /s/ James Francis
Director of Finance and Employee Services

BY /s/ Nelson M. Petrone
Witness

3/3/04

FOR THE UNION:

BY /s/ George Gould
Staff Representative

BY /s/ Karen C. Rice
Witness

3/3/04

APPENDIX I

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WEST HARTFORD AND SEIU, LOCAL 760, CLERICAL UNIT

The Town of West Hartford and SEIU, Local 760, Clerical Unit have agreed to reallocate the Payroll Specialist position to Salary Grade 8, step G effective the date of ratification of the 2002-2007 collective bargaining agreement. It is further agreed, effective the date of ratification, the Payroll Specialist position will be a 37.5 hours per week position and the job description for the Payroll Specialist will be updated to include Certified Payroll Professional as a requirement.

This Memorandum of Understanding is entered into this 3rd day of March, 2004.

Town of West Hartford

BY /s/ James Francis
Director of Finance and Employee Services

SEIU, Local 760,

BY /s/ George Gould
Staff Representative

BY /s/ Karen C. Rice
Witness

APPENDIX J

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WEST HARTFORD AND SEIU, LOCAL 760, CLERICAL UNIT

The Town of West Hartford and SEIU, Local 760, Clerical Unit have negotiated on the subject of a Special Pay Retirement Plan and on the buy-out of accrued sick leave upon retirement. The agreement on these subjects is located in Article VII, Section 2 (g) of the 2002-2007 collective bargaining agreement. This Memorandum of Understanding is designed to guide the parties on the implementation of this provision as it pertains to employees who retire under the voluntary retirement incentive plan of 2003.

It is understood and agreed that the buy-out of accrued sick leave at the rate of 50% of sick leave accrued to the employee's credit up to one hundred fifty (150) working days accrual shall not apply to those persons who elected to take the voluntary retirement incentive plan of 2003. Such buy-out shall be under the previous rate of one-half of the sick leave accrued up to one hundred-twenty (120) working days, plus one-tenth of the additional sick leave accrued up to an additional thirty (30) days. The Special Pay Retirement Plan provisions, however, shall not be applied to employees who retire under the voluntary retirement incentive plan of 2003.

This Memorandum of Understanding is entered into this 3rd day of March, 2004.

Town of West Hartford

SEIU, Local 760,

BY /s/ James Francis
Director of Finance and Employee Services

BY /s/ George Gould
Staff Representative

BY /s/ Karen C. Rice
Witness

FAMILY AND MEDICAL LEAVE POLICY - SEIU UNITS

ISSUES	Personal Serious Health Condition	Birth, Adoption, or Foster Care	Serious Health Condition of Child, Parent, or Spouse
Employment Eligibility	Employed at least 12 months <i>and</i> Work at least 1250 hours during the fiscal year.	Same	Same
Effective Date	August 5, 1993 for non-bargaining unit members; February 5, 1994 for all others.	Same	Same
Who Qualifies?	Individual employee.	All circumstances that may fall under the terms "birth or adoption of a child" Eligibility for leave taken expires 12 months after the event. Leave must be completed by the one year anniversary of the event.	Biological child, adopted child, foster child, legal ward, or a child of a person standing in loco parentis who is under age 18. A child as defined age 18 or over who is incapable of self care due to mental or physical disability. A biological parent, legal guardian, or one who raised the employee in the place of parent. Spouse defined as legal husband or wife.
Serious health condition defined	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; <i>or</i> continuing treatment by a health care provider. *[Excludes short term conditions for which treatment and recovery are brief such as illness lasting a few days] Workers' Compensation leave taken shall count toward FMLA leave. Pregnancy Leave taken shall count toward FMLA leave.	N/A	Illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility; <i>or</i> continuing treatment by a health care provider.
Intermittent or Reduced Leave	Leave may be intermittent or reduced if medically necessary.	Leave may be intermittent or reduced only if employer agrees.	Leave may be intermittent or reduced if medically necessary.
Ability to Temporarily Transfer to Another position	Yes, if employee is on intermittent or reduced leave to a position of equivalent pay and benefits.	Same	Same
Provisions if Both Spouses Work for the Town	12 weeks leave each for their respective personal serious health condition(s).	12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.</i>	12 weeks leave each which may or may not be taken concurrently. <i>However, if ees work in same department, then the leave cannot be taken on the same scheduled work days.</i>

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Child, Parent, or Spouse
Restoration to Position	Must be restored to the same position held prior to the leave; or to one that is equivalent in pay benefits, privileges, and other terms and conditions of employment.	Same	Same
Notification	30 days notice when need for leave is foreseeable. Otherwise, notice must be given as soon as practicable.	Same	Same
Medical Certification (Upon Request)	Yes. Certification for illnesses of more than 5 consecutive days should include the date serious health condition began, duration of the condition, applicable medical facts, statement that the employee is unable to perform the functions of his/her job, and medical reasons for the intermittent or reduced leave request (where applicable).	N/A	Yes. Certification for illnesses of more than 5 consecutive days should include the date the serious health condition began, duration of the condition, applicable medical facts, statement that the employee is needed to care for the ill person, an estimate of how long the employee will be needed, and/or medical reasons for the intermittent or reduced leave request. <u>NOTE:</u> The use of family sick days shall be in accordance with existing collective bargaining agreement.
Second Opinions	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer; the employer and employee must agree on the provider; and the employer must not employ the provider on a regular basis. Decision of the third opinion is final.	N/A	Yes. Employers may request and pay for a second opinion from a physician not employed by the employer or used frequently by the employer. A third opinion may be paid by the employer; the employer and employee must agree on the provider; and the employer must not employ the provider on a regular basis. Decision of the third opinion is final.
Certification For Return to Work	Yes. Certification of fitness for duty is allowed provided it is uniformly applied to all employees taking similar leave.	Same (in cases of birth)	N/A
Relationship to Paid Leave	Employee must utilize accrued sick leave, then may request unpaid leave for the duration of the medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.	<u>If employee is birth mother:</u> Accrued sick leave may be used for the period of medical disability. At that point, the employee may request unpaid leave for the remainder of family leave under the Act. <u>Other employees requesting leave:</u> Employees may use up to 10 family sick days and request unpaid leave for the duration of the leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.	Employee may use up to 10 family sick days in accordance with existing collective bargaining agreement, then may request unpaid leave for the duration of the family and medical leave under the Act. <u>NOTE:</u> Employee may request to substitute the use of accrued vacation leave in place of unpaid leave. Such request may or may not be granted in accordance with existing collective bargaining agreement.

ISSUES	Personal Serious Health Condition	Birth, Adoption or Foster Care	Serious Health Condition of Child Parent or Spouse
Maintenance of Health Benefits	The Town will maintain group health coverage for the month in which the unpaid leave commences plus six additional months with the employee paying that portion of the premium provided under Town policy or bargaining unit agreement.	The Town will maintain group health coverage for the duration of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy or bargaining unit agreement.	The Town will maintain group health coverage for the duration of the Family and Medical Leave, with the employee paying that portion of the premium provided under Town policy or bargaining unit agreement.
Life Insurance	The employee's life insurance coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same
Long Term Disability Insurance	The employee's long term disability coverage will cease on the 1st of the month 30 days after the beginning of any unpaid leave under the Act.	Same	Same
Sick and Vacation Accruals	Sick and vacation accruals will be adjusted downward for any month in which the employee is not in pay status for the entire month.	Same	Same
Tax Savings Plan Benefits	Employee contributions to Medical and/or Dependent Care Reimbursement Accounts (if any) will be suspended for the duration of any unpaid leave. Expenses incurred prior to the beginning of any unpaid leave may be submitted will be reimbursed up to the account balance(s).	Same	Same
Records and Posting	<p>All requests for Family and Medical Leave should be documented including whether or not the leave was granted and reasons for the denial when that is the case.</p> <p>Family and Medical Leave Act prohibits an employer from putting any restraint on an employee for exercising their rights under FMLA. Employers can't penalize or discipline employees who use the FMLA provisions.</p> <p>The 12-month period for FMLA purposes will coincide with the Town's fiscal year (July 1 - June 30). Each employee shall be allowed a combined total of 12 weeks of Family and Medical Leave per year.</p> <p>Copies of notices to employees may be maintained in personnel files. Medical certification must be maintained in separate files/records and be treated as confidential medical records.</p>		

Except as outlined above, the parties agree that existing contractual benefits (including the use of sick leave for personal business and family sickness) will remain in effect in accordance with existing collective bargaining agreements.

For the Town:

/s/ James Francis
Director of Employee Services
3/3/2004
Date

For the Union:

/s/ George Gould, Staff Representative
SEIU, Local 760
3/3/2004
Date
/s/ Karen Rice

APPENDIX: L

MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN OF WEST HARTFORD AND SEIU, LOCAL 760, CLERICAL UNIT

The Town of West Hartford and SEIU, Local 760 have met to discuss changes in the Town Pension Plan that are reflected in Article VIII, Section 11-G of the 2002-2007 Collective Bargaining Agreement. To further the understanding of how this provision shall be applied, the following examples are provided:

Examples:

1. The above supplements are to be additive. That is, if someone reaches age 55 with 25 years of service and therefore is eligible to retire with a normal unreduced pension, but waits until they are age 65 with 35 years of service, the pension supplement will be \$6,000 per year (the sum of each year above age 55).
2. If an employee becomes eligible for a normal unreduced pension at age 57 with 25 years of service and waits until they are age 65 with 33 years of service, the pension supplement will be \$4,800 per year (the sum of each year from above age 57).
3. If an employee becomes eligible for a normal unreduced pension at age 55 with 25 years of service and waits until they are age 60 with 30 years of service, the pension supplement will be \$3,000 per year (the sum of each year above age 55 through age 60).
4. If an employee becomes eligible for a normal unreduced pension at age 63 with 10 years of service and waits until they are age 65 with 12 years of service, the pension supplement will be \$1,200 per year (the sum of each year above age 63 through age 65).

In witness whereof, the parties have caused their duly authorized representative to affix their signatures this 3rd day of March, 2004.

Town of West Hartford

SEIU, Local 760

BY /s/ James Francis
Director of Finance and Employee Services

BY /s/ George Gould
Staff Representative

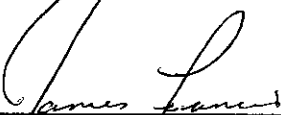
BY /s/ Karen C. Rice
Witness

APPENDIX M

MEMORANDUM OF UNDERSTANDING
Between the
Town of West Hartford
And
SEIU, Local 2001, CSEA, Clerical Unit

The Town of West Hartford and SEIU, Local 2001, CSEA, Clerical Unit, agree and acknowledge that all previous written agreements including, but not limited to, memoranda of understandings entered into by the Town of West Hartford and SEIU, Local 760, Clerical unit, unless superceded or expired, shall remain in full force and effect between the Town of West Hartford and SEIU, Local 2001, CSEA.

For the Town of West Hartford



James W. Francis
Town Manager

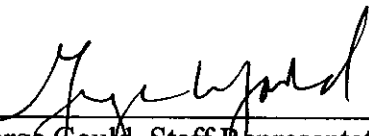
3.7.08

Date



Witness


For the Union



George Gould, Staff Representative
SEIU, Local 2001, CSEA

3-7-08

Date



Witness

APPENDIX N

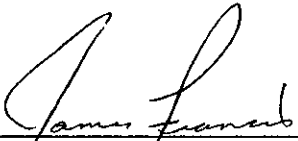
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF WEST HARTFORD
AND
SEIU, LOCAL 2001, CSEA
CLERICAL UNIT

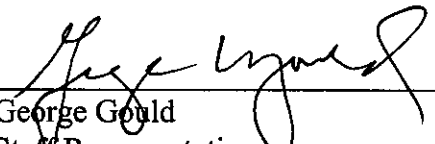
The Town of West Hartford and SEIU, Local 2001, CSEA Clerical Unit, have met to discuss changes in the Town of West Hartford Employee Benefit Plan regarding health insurance benefits. The parties have agreed that effective January 1, 2008, the in-network co-pay for Psychiatric visits shall be \$15 per visit for a maximum of 30 visits per calendar year.

This Memorandum of Understanding is entered into this 7th day of March, 2008.

Town of West Hartford

SEIU, Local 2001, CSEA
Clerical


James Francis
Town Manager


George Gould
Staff Representative


Witness


Witness

APPENDIX O**MEMORANDUM OF UNDERSTANDING
BETWEEN****THE TOWN OF WEST HARTFORD & SEIU, Local 2001, CSEA (Clerical Unit)**

The Town of West Hartford and SEIU, Local 2001, CSEA have met to discuss changes in the Town Pension Plan that are reflected in Article VIII, Section 11 (L)(b) of the 2007 – 2012 collective bargaining agreement regarding other income earned while receiving Disability retirement benefits from the Town. Any employee who meets the qualifications of a Disability Retirement that has arisen out of and in the course of the member's employment with the Town of West Hartford shall be provided a benefit minimum of 50% of the employee's base pay, as defined. To further the understanding of how this offset provision shall be applied, the following examples are provided:

EMPLOYEE A -

- Employee's annual base salary at the time of disability is \$45,000.
- Employee has worked for the town for more than 10 years.
- The employee's disability retirement benefit is \$22,500 per year.
- The employee/retiree has an income of \$20,000 for the calendar year, excluding the disability benefit from the Town of West Hartford.
- There are no other sources of income.

Under this scenario, the employee/retiree continues to receive the regular disability retirement benefit, as outlined in the Pension Ordinances, since the combined earnings (\$42,500) are less than the \$45,000 annual base salary at the time of the employee's disability.

EMPLOYEE B -

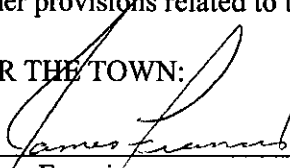
- Employee's annual base salary at the time of disability is \$50,000.
- Employee has worked for the town for more than 10 years.
- The employee's disability retirement benefit is \$25,000 per calendar year.
- The employee/retiree has a calendar year income of \$60,000, including the \$25,000 disability payments from the Town of West Hartford.
- Combined income exceeds the \$50,000 Base Pay by \$10,000.

Under this scenario, the employee/retiree's earnings exceed the annual base salary at the time of disability. Fifty (50%) percent of the \$10,000 earnings that exceed the base pay, or \$5,000, will be reduced from the employee/retiree's \$25,000 disability payments for the subsequent calendar year.

The employee/retiree receiving a Disability benefit under this provision must submit proof of income including copies of State and Federal Tax returns, each year to the Pension Office by April 15th in order to retain their Disability Pension.

Other provisions related to the administration of this benefit shall be determined by the Pension Board.

FOR THE TOWN:


James Francis
Town Manager

Date

3/7/08

FOR THE UNION:


George Gould
Staff Representative

Date

3-7-08

Attachment A
Town of West Hartford Outline of Basic Vision Care
(For active employees and eligible dependents only)

Benefit Schedule

	<u>In - Network</u>	<u>Non-Network</u>
Eye Examinations		
Comprehensive eye examination performed by Ophthalmologist	100%	\$35 reimbursement
Comprehensive eye examination performed by Optometrist	100%	\$35 reimbursement
Benefit frequency - Ages 6 and over	once every 12 months	once every 12 months
Standard Lenses (per pair)		
Single Vision	100%	\$25 reimbursement
Bifocal	100%	\$40 reimbursement
Trifocal	100%	\$55 reimbursement
Lenticular	100%	\$80 reimbursement
Benefit frequency	once every 18 months	once every 18 months
Contact Lenses (per pair)		
Medically necessary	100%	\$165 reimbursement
Elective Selection	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 18 months	once every 18 months
Frames		
Standard frames (as defined by provider)	100% up to \$75.	\$50 reimbursement
Benefit frequency	once every 18 months	once every 18 months

Town of West Hartford Outline of Dental Benefits

Calendar Year Deductible	
Individual Deductible	\$50
Family Deductible	\$150
Preventive Services (No Deductible)	100%
<ul style="list-style-type: none"> - Exams, Cleanings, Bitewing X-Rays (2 per calendar year) - X-rays, full mouth series or panoramic (1 per 3 years) - Fluoride Treatment (1 per calendar year for children up to age 19) - Sealants (To age 16) & Space Maintainers 	
Basic Services (After Deductible)	100%
<ul style="list-style-type: none"> - Fillings, Extractions, Root Canals (Endodontics) - Periodontal, Oral Surgery - Repair of Dentures & Removable Prosthodontics 	
Major Services (After Deductible)	50%
<ul style="list-style-type: none"> - Crowns & Gold Restorations - Bridgework, Full & Partial Dentures - TMJ 	
Orthodontics (Dependent Children)	50%
Calendar Year Maximum (Per Person)	\$2,000
Orthodontics Lifetime Maximum (Per Person)	\$2,000
Dependent Children are covered to age 19 (25 if full-time student)	

- Participating Dentists agree to pre-file their usual fee for each procedure performed, and accept the least of their actual charge, their filed fee, or the carriers established UCR as payment in full.

This provides guaranteed copayment levels and a consistent level of charges to employees. Claims for non-network providers' services are paid based on the lessor of the dentist's actual charge or the prevailing fee as determined by the carrier.

- Deductible is waived for Preventive Services.